Supplemento ordinario alla "Gazzetta Ufficiale" n. 245 del 18 ottobre 2013 - Serie generale

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Legge 27-02-2004, n. 46 - Filiale di Roma

DELLA REPUBBLICA ITALIANA

PARTE PRIMA — **Roma - Venerdì, 18 ottobre 2013** — SI PUBBLICA TUTTI I GIORNI NON FESTIVI

DIREZIONE E REDAZIONE PRESSO IL MINISTERO DELLA GIUSTIZIA - UFFICIO PUBBLICAZIONE LEGGI E DECRETI - VIA ARENULA, 70 - 00186 ROMA
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N. 71

MINISTERO
DEGLI AFFARI ESTERI

Atti internazionali entrati in vigore per l'Italia non soggetti a legge di autorizzazione alla ratifica (Tabella n. 1), nonché atti internazionali soggetti a legge di autorizzazione alla ratifica o approvati con decreto del Presidente della Repubblica (Tabella n. 2).

SOMMARIO

MINISTERO DEGLI AFFARI ESTERI

ESTRATTI, SUNTI E COMUNICATI

MINISTERO DEGLI AFFARI ESTERI

Atti internazionali entrati in vigore per l'Italia non soggetti a legge di autorizzazione alla ratifica (Tabella n. 1), nonché atti internazionali soggetti a legge di autorizzazione alla ratifica o approvati con decreto del Presidente della Repubblica (Tabella n. 2).

Vengono qua riprodotti i testi originali degli Accordi entrati in vigore per l'Italia entro il 15 settembre 2013 non soggetti a Legge di autorizzazione alla ratifica ai sensi dell'art. 80 della Costituzione e pervenuti al Ministero degli Affari Esteri entro la stessa data. L'elenco di detti Accordi risulta dalla Tabella n. 1.

Eventuali altri Accordi, entrati in vigore entro il 15 settembre 2013 ed i cui testi non sono ancora pervenuti al Ministero degli Affari Esteri, saranno pubblicati nel prossimo Supplemento trimestrale della *Gazzetta Ufficiale*.

Quando tra i testi facenti fede di un Accordo non è contenuto un testo in lingua italiana, viene pubblicato il testo in lingua straniera facente fede ed il testo in lingua italiana, se esistente come testo ufficiale, ovvero, in mancanza, una traduzione non ufficiale in lingua italiana del testo facente fede, se pervenuta.

Per comodità di consultazione è stata altresì predisposta la Tabella n. 2 nella quale sono indicati gli Atti internazionali soggetti a Legge di autorizzazione alla ratifica entrati in vigore per l'Italia recentemente, per i quali non si riproduce il testo, essendo lo stesso già stato pubblicato nella *Gazzetta Ufficiale* (di cui si riportano, per ciascun Accordo, gli estremi).

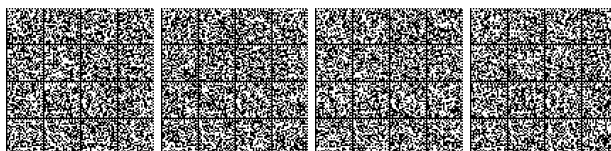



TABELLA 1

ATTI INTERNAZIONALI ENTRATI IN VIGORE PER L'ITALIA ENTRO IL 15 SETTEMBRE 2013 NON SOGGETTI A LEGGE DI AUTORIZZAZIONE ALLA RATIFICA

	Data, luogo della firma, titolo	**Data di entrata in vigore**
1	15 marzo 2012, Hanoi Repubblica Socialista del Vietnam fatto a Roma il 15.11.2012, per l'esecuzione del programma di aiuto nel settore idrico a supporto della Bilancia dei Pagamenti, in favore del Ministero delle Finanze del Vietnam, per un finanziamento dell'ammontare di € 2,400,000	29 marzo 2013
2	16 aprile 2012, Roma Accordi tra il Governo della Repubblica Italiana ed il Governo dello Stato del Qatar sull'esenzione dall'obbligo di visto per i titolari di passaporti diplomatici, di servizio e speciali	7 maggio 2013

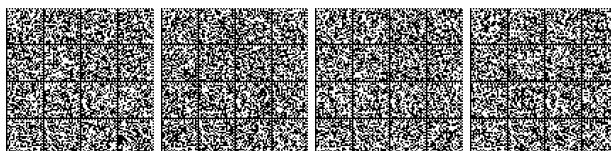



TABELLA 2

ATTI INTERNAZIONALI SOGGETTI A LEGGE DI AUTORIZZAZIONE ALLA RATIFICA O APPROVATI CON DECRETO DEL PRESIDENTE DELLA REPUBBLICA RECENTEMENTE ENTRATI IN VIGORE

	Data, luogo della firma, titolo	**Data di entrata in vigore**
1	15 febbraio 2001, Il Cairo Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Araba di Egitto relativo al trasferimento delle persone condannate *Legge n.14 del 07.02.2013 - G.U. n.41 del 18.02.2013*	1 luglio 2013 *Comunicato di questo Servizio n. 170197 del 26.07.2013*
2	11 dicembre 2003, Al Kuwait Memorandum d'intesa tra il Governo della Repubblica Italiana ed il Governo dello Stato del Kuwait sulla cooperazione nel campo della Difesa *Legge n. 147 del 18.06.2005 - G.U. n. 175 del 29.07.2005*	30 luglio 2013 *Comunicato in via di pubblicazione*
1	21 febbraio 2013, Vilnius Accordo tra la Repubblica Italiana e il Governo della Repubblica di Lituania in materia di Rappresentanze Diplomatiche *Legge n.92 del 19.07.2013 - G.U. n.188 del 12.08.2013*	2 settembre 2013 *Comunicato di questo Servizio n. 195121 del 06.09.2013*

	SCHEDA PER: **GAZZETTA UFFICIALE**	
FIRMA: **15.11.2012**	ENTR.VIGORE: **29.03.2013**	IN VIGORE: **SI**

PAESE: **VIETNAM**	
MATERIA: **programma di aiuto nel settore idrico- fase II**	
POSIZIONE:	DEPOSITO:
TITOLO: Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Socialista del Vietnam fatto a Roma il 15.11.2012, per l'esecuzione del programma di aiuto nel settore idrico a supporto della Bilancia dei Pagamenti, in favore del Ministero delle Finanze del Vietnam, per un finanziamento dell'ammontare di € 2.400.000	
FIRMATO a: **Hanoi**	il: **15.11.2012**
PROVV.LEG.:	G.U.:
NOT. ( ) Italia: **25.03.2013** Controparte: **08.01.2013** Ricezione: **29.03.2013**	Comunicato G.U.: (Tabella II:)
DATA ENTR. VIGORE: **alla data della firma della seconda Nota.**	
DURATA: **36 mesi dalla data di entrata in vigore**	
DEN./DEC.:	
NOTE: **vedasi Accordo base (menzionato nella casella "Titolo").** **VD**.:	
CLAUSOLA ENTR.VIGORE: **art. 12**	ADEMPIMENTI INTERNI:
"Il presente Accordo entrerà in vigore alla data di ricezione dell'ultima delle due notifiche con le quali le Parti si informeranno reciprocamente sulla conclusione delle rispettive procedure interne necessarie per l'entrata in vigore di questo Accordo"	**Ratifica del Presidente della Repubblica senza legge di autorizzazione parlamentare**
Lingue ufficiali: inglese	**Uff.negoziatore**: DGCS V

MEMORANDUM OF UNDERSTANDING

between

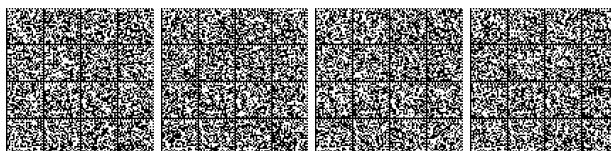
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

and

THE GOVERNMENT OF THE ITALIAN REPUBLIC

ON THE CONCESSION OF A SOFT LOAN FOR THE

PROGRAM

"Improvement of Health Services in selected areas of Central Vietnam and at Hue College of Medicine and Pharmacy"

The Government of the Socialist Republic of Vietnam, represented by the Ministry of Planning and Investment (MPI), and the Government of the Italian Republic, represented by the Ministry of Foreign Affairs – Directorate General for Development Co-operation (MAE-DGCS), hereinafter jointly referred to as the "Parties", have decided to enter into this Agreement, hereinafter referred to as the "Agreement", for the implementation of the program denominated "Improvement of Health Services in selected areas of Central Vietnam and at Hue College of Medicine and Pharmacy", hereinafter referred to as the "Program" and

REMINDING the Agreement on Development Co-operation between the Government of the Socialist Republic of Vietnam and the Government of the Italian Republic, signed in Milan on December 12th,2009;

ACKNOWLEDGING the request of the Government of Socialist Republic of Vietnam (hereinafter referred to as "GoV") to the Government of the Italian Republic (hereinafter referred to as "GoI") to finance the Program, through a soft loan of Euro 12,697,606.00;

CONSIDERING that, based on the project proposals submitted by the Provincial People's Committees (PPCs) of Quang Nam, Quang Tri and Thua Thien Hue, as well as by the Hue College of Medicine and Pharmacy (HCMP), MAE-DGCS carried out appraisal missions in Vietnam, aiming to define the Program document to be submitted to the Steering Committee for Development Cooperation of the GoI;

FOLLOWING the approval, on 25th of July 2011, by the above mentioned Steering Committee, of the Program (consisting of four component projects) to be financed through a soft loan of Euro 12,697,606.00 for works, supplies and services, and a grant of Euro 364,000.00 directly managed by the GoI;

the Parties have agreed as follows:

ARTICLE 1
Purpose of the Agreement

1.1 This Agreement establishes the mutual obligations of the Parties concerning the financing and the implementation of the Program.

ARTICLE 2
Parts and Definitions

2.1 This Agreement consists of thirteen articles and two annexes (Annex 1 - Program Implementation Document – PID and Annex 2 - MAE-DGCS "Eligibility Criteria, Ethical Clauses, Contract General Principles"), which form an integral, essential and substantial part of the Agreement.

2.2 The following words and acronyms in the text shall be read accordingly:

Artigiancassa	The Italian Bank appointed by the GoI to manage the soft loan credit lines (the Lender)
CPMU	Coordinating Program Management Unit
Financial Convention	Loan Agreement signed by Artigiancassa and the MoF in order to define the soft loan terms and conditions and modalities of disbursement and repayment

GoI	Government of the Italian Republic
GOP	General Operational Plan
GoV	Government of the Socialist Republic of Vietnam
HCMP	Hue College of Medicine and Pharmacy
MAE-DGCS	Directorate General for Development Co-operation of the Italian Ministry of Foreign Affairs
MOET	Vietnamese Ministry of Education and Training
MoF	Vietnamese Ministry of Finance (the Borrower)
MoH	Vietnamese Ministry of Health
MPI	Vietnamese Ministry of Planning and Investment
PD	Project Director (in each PMU)
PIC	Person in Charge (responsible of CPMU)
PID	Program Implementation Document
PMU(s)	Project Management Unit(s) (one for each executing agency: the three PPCs of Quang Nam, Quang Tri, Thua Thien Hue and the HCMP on behalf of MOET)
PPC(s)	Provincial People's Committee(s)
UTL	Local Technical Unit (Cooperation Office of the Italian Embassy in Hanoi)

ARTICLE 3
Program Objectives, expected Results and Activities

3.1 The general objective of the Program is to support the improvement of health conditions of the population in the Central Region of Vietnam, especially in the Provinces of Thua Thien Hue, Quang Nam and Quang Tri.

3.2 The purposes (results) of the Program are:
- the upgrade of some departments of HCMP and of the related hospital;
- the reinforcement of the Provincial health system in Thua Thien Hue for both preventive and curative health services;
- the reinforcement of the Provincial health system in Quang Nam for both preventive and curative health services;
- the reinforcement of the Provincial health system in Quang Tri for both preventive and curative health services.

3.3 The activities of the Program are described in the PID (Annex 1) and consist of works, supplies and services within the maximum soft loan of Euro 12.697.606.00.

ARTICLE 4
Institutions and Bodies involved and Governance of the Program

4.1 The main Institutions and Bodies of the Parties involved in the implementation of the Program are:

4.1.1 For the Vietnamese side:

- MPI as the Vietnamese counterpart for this Agreement, representing the GoV;
- MoF as the Vietnamese counterpart (the Borrower) for the Financial Convention to be signed with Artigiancassa;

- PPCs of Quang Nam, Quang Tri, Thua Thien Hue and MOET (represented by the HCMP) acting as Executing Agencies of their respective projects, through their PMUs. The four PMUs will be coordinated, assisted, monitored and represented by the Coordinating Program Management Unit (CPMU) that shall act as unique liaison with MAE-DGCS. The CPMU and the PMUs in each Province and at HCMP shall be established, according to the Vietnamese Law, for assisting the three PPCs and the HCMP (representing the MOET) in implementing and monitoring their respective projects and the whole Program activities. Tasks and responsibilities of CPMU and PMUs are detailed in Annex 1.

4.1.2 For the Italian side:

- MAE-DGCS, acting as the Italian Counterpart for this Agreement and as the Italian Financing Agency for the funds to be provided for the Program;
- Artigiancassa, the Italian Bank (the Lender) signatory of the Financial Convention with the MoF;
- The Cooperation Office of the Italian Embassy in Hanoi (UTL), acting as part of the MAE-DGCS Program Assistance and Monitoring system.

4.2 A Joint Steering Committee (JSC) shall be constituted as a high-level consultative and decision making body for the Program and composed by:
- representatives of MPI, MoH, MoF, HCMP (representing the MOET), the Chairmen of each PPC and a Representative of the Prime Minister Office for the Vietnamese side;
- representatives of the Italian Embassy and of MAE-DGCS for the Italian side.

The JSC is chaired by the Representative of the Ministry of Planning and Investment and has the main task and responsibility to supervise the Program's activities smooth progress and provide orientation on its implementation. The meetings of the JSC shall be convened in key moments of Program implementation by the Chairperson or upon request of one of the members; at least one meeting of the JSC shall be held per year. During the JSC meetings corrective measures can be taken and/or proposed for subsequent implementation.
No formal meeting is required for the endorsement of decisions by the JSC: its members may separately and subsequently formalize decisions by the signing of agreed minutes.
In case of proposed measures that will imply modifications to this Agreement and/or to its Annexes, the provisions as per Article 9 shall apply. Any decision that will imply modifications to what is established in the Program document approved by MAE-DGCS shall be submitted to MAE-DGCS approval.

ARTICLE 5
Procurement guidelines

5.1 After the entry into force of this Agreement, MoF and Artigiancassa will enter into a Financial Convention relating to the soft loan of Euro 12,697,606.00 for works, supplies and services provided for in the Program approved by the Steering Committee and whose activities are described in the attached PID. The Financial Convention shall provide the legal framework between the Lender and the Borrower and shall include the provisions of the present Agreement specifying the soft loan terms and conditions and the procedures for disbursement and repayment.

5.2 Participation in the bidding will be opened on equal terms to all natural and legal persons. As detailed in the attached PID, the total price of Program contracts for each component (works, supplies and services) shall be of Italian origin/nationality as follows:

- at least 25% (twenty five per cent) of equipments and instruments, including hospital furniture, incorporating in-service training in equipment usage and clinical management, maintenance and two-year warranty;
- no quota is foreseen for civil works;
- at least 80% (eighty per cent) of consultancy services.

5.3 HCMP (on behalf of MOET) and PPCs, through their respective PMUs and assisted by the CPMU, shall launch and manage the bids following the Vietnamese Procurement Law, to be consistent with the rule on objectivity and impartiality, the rule of economic, financial, professional and technical capacity and adapting to the Italian soft loan specific requirements. Procurement shall be compliant with the "Eligibility criteria, ethical clauses, contract general principles" listed in Annex 2.
Procurement procedures are the following:

- International Competitive Bidding (ICB) for procurement of some Supplies and Consulting Services.
  - Supplies will be procured on the basis of the Quality and Cost Based Selection (QCBS).
  - Consulting services will be procured on the basis of the Quality and Cost Based Selection (QCBS).
- National Competitive Bidding (NCB) for procurement of Civil Works, some Supplies and some Consulting Services.
  - Works and Supplies will be procured on the basis of the Quality and Cost Based Selection (QCBS).
  - Consulting services will be procured on the basis of the Quality and Cost Based Selection (QCBS).

5.4 A procurement plan shall be included in the GOP (described in Annex 1). The procurement plan shall identify and detail all the bidding procedures for the procurement of works, supplies and services for the implementation of the activities of the Program.

5.5 The bidding documents and the percentages for Quality and Cost Based Selection relating to each bidding procedure shall be submitted by CPMU (on behalf of PMUs) to MAE-DGCS for "no-objection", before the publication of the tender procurement notice, whenever prescribed according to the procurement table in Annex 2: no artificial division of a unified proposed purchase is admitted. The above mentioned procurement table establishes bid advertising rules in Italy; to this end, having obtained the "no objection" on the final approved version of bidding documents, the invitation for bids must be received by MAE-DGCS at least 30 days prior to the expected date of publication. The tender notice publication in Italy shall not apply when supplies and/or services included in a single bidding procedure are not to be of Italian origin. Bid advertising in Vietnam shall follow Vietnamese Law.

5.6 PMUs assisted by CPMU shall, for each tender, evaluate the bids, shall prepare a tender evaluation report, along with the contract, initialled by the selected contractor(s). CPMU will gather and submit the above mentioned documentation to MAE-DGCS in order to obtain the "no-objection" to the procurement process and to the final signature of the contract, whenever prescribed according to the procurement table in Annex 2.

5.7 In the case of a tender concerning more than one PMU ("joint tender"), the bidding documents shall specify what relates to each executing agency (the three PPCs and the HCMP, on behalf of MOET) and contracts will be prepared and signed by each executing agency accordingly.

ARTICLE 6
Obligations of GoI and Soft Loan's conditionality

6.1 GoI engages itself to:

6.1.1 Provide a maximum ceiling of Euro 12,697,606.00 (twelve million six hundred ninety-seven thousand six hundred six) as a soft loan to be utilised for financing the activities of the Program. Any additional cost due to contracts management or other costs shall be sustained by GoV; no portion of the Soft Loan shall be used to finance any indirect taxes. Taxes levied on income and capital shall be in conformity with regulations in the Agreement between the Government of the Socialist Republic of Vietnam and the Government of the Italian Republic for the avoidance of double taxation and prevention of physical evasion.

6.1.2 Provide, as grant component, 364,000.00 Euro (three hundred sixty-four thousand), of which 256,000.00 Euro, as local fund to support the Program's activities, to be transferred to the Italian Embassy in Hanoi and 108,000.00 Euro as expert fund for technical assistance, monitoring and final evaluation of the Program. The grant funds will be directly managed by MAE-DGCS according to its procedures.

ARTICLE 7
Financial conditions and disbursement procedures

7.1 The soft loan will imply a concessional level of 80% (eighty per cent): financing conditions related to this concessional level shall be determined at the moment of signature of the Financial Convention between Artigiancassa and MoF.

7.2 The soft loan will be disbursed by Artigiancassa according to the conditions specified in the Financial Convention. Artigiancassa will credit the funds to the contractors, as by the Borrower request, after the control of the administrative documentation (invoices, shipping documents, certificates of acceptance, etc.). Each executing agency shall forward to MoF requests for payment of contracts awarded together with a certification of the correct execution of contracts.

7.3 Artigiancassa shall credit the funds in Euro. The maximum value of the exchange rate for local contracts shall be fixed at the moment of signature of each contract: the exchange rate to be applied shall then be fixed at the date of disbursement.

ARTICLE 8
Obligations of the GoV

8.1 GoV engages itself in:

a) fulfilling, and causing all Vietnamese institutions involved in the Program to fulfil, all the obligations generating from this Agreement, by stipulating the necessary agreements with the competent bodies;
b) being responsible for the use of the soft loan, for the management of contracts and for the supervision of the activities;
c) ensuring that financial resources are fully and timely provided for the smooth implementation of the Program. The Vietnamese financial contribution to the Program shall cover the following costs:
i) any indirect taxes on goods and services procured under the Italian soft loan;
ii) expropriations;
iii) salaries of the personnel appointed to be part of the CPMU and PMUs, as detailed in Annex 1;
iv) vehicles, office furniture, equipments and office running costs for each PMU;
v) all other costs related to civil works, supplies and services needed for completing the Program planned activities and not covered by the soft loan.
d) carrying out all the procurement procedures for the implementation of the Program;
e) ensuring that all Vietnamese indirect taxes, including VAT, will not be covered by the Italian Soft Loan;
f) ensuring contributions for any necessary additional activity;
g) ensuring Program monitoring through CPMU and PMUs. PMUs shall prepare semi-annual and annual (technical and financial) reports on Program activities and shall submit them to CPMU for centralization and integrations. Reports shall include a specific chapter regarding the implementation of the envisaged environmental mitigation measures (e.g. eco-friendly construction, removal of asbestos material, etc.);
h) designating JSC members and designating the CPMU Person in Charge (PIC), its deputy (Deputy Project Director – DPD) and PMUs PDs among its high-level managers as soon as this Agreement becomes effective;
i) preparing a Program Completion Report within six months from the end of Program activities and carrying out the joint evaluations officially requested by MAE-DGCS;
j) retaining records of all Program documentation, including the related correspondence and reports, for 10 (ten) years after the completion of the Program.

ARTICLE 9
Monitoring

9.1 PPCs and MOET (represented by HCMP), assisted by their PMUs and CPMU, shall control the implementation of their respective projects and MAE-DGCS may implement its own monitoring activities on the proper implementation of the procedures for the soft loan.

9.2 MAE-DGCS reserves the right to control the implementation of the Program and the transparent, effective and efficient use of funds provided by the GoI. MAE-DGCS control activities may be carried out through its own staff missions or through personnel of the Cooperation Office of the Italian Embassy in Hanoi (UTL).

9.3 Financial controls are assigned to Artigiancassa.

9.4 In order to allow MAE-DGCS controls, PPCs and HCMP shall ensure access to MAE-DGCS personnel to Programs areas and to Program technical documentation.

ARTICLE 10
Impediments and Force Majeure

10.1 In case of impediments to implement the present Agreement due to case of force majeure such as war, flood, fire, typhoon, earthquake, labour conflicts and strikes, acts of any government, unexpected transportation difficulties and other cases which will be recognised by both Parties upon agreement as force majeure according to practice or in case of peril or unsafe conditions for the expatriate personnel, the following provisions shall apply:

a) in case that the duration of the impediment to the implementation of the Program is less than six months, the use of the funds shall be suspended until the MAE-DGCS authorises resumption of activities;

b) in case the duration of the impediment to the implementation of the Program is greater than six months and less than twenty-four, the Program shall be suspended and the residual funds, reduced by the amount needed to finance the activities specified at the following paragraph 10.2, shall be maintained until the impediment ends and the MAE-DGCS authorises resumption of the Program's activities.

c) In case the impediment to the implementation of the Program is greater than twenty-four months, the Parties shall discuss about the continuation of the Program and define an agreed course of actions. In case that the continuation of the Program is not feasible, the Parties shall agree on the destination of the residual funds deducted the amount needed to finance the activities specified in the following paragraph 10.2.

10.2 The activities of the Program not affected by the impediments and causes of force majeure shall be continued until completion and the funds shall be allocated.

ARTICLE 11
Settlement of Disputes and Amendments to the Agreement

11.1 The Parties shall settle any dispute which may arise in the course of Program implementation and/or arising out of the implementation of this Agreement through diplomatic channels.

11.2 The Parties, by written mutual consent, may at any time change the content of this Agreement through amendments. The amendments shall enter into force with the same procedures as defined in Article 13.

11.3 The PID can be amended upon agreement of the Joint Steering Committee, through meetings or exchange of official letters, provided that amendments will not alter the contents and conditions of the contracts encompassed in the programme implementation.

ARTICLE 12
Termination of the Agreement

12.1 GoI reserves the right to terminate the Program in case of failure of the Program to reach its objectives, in case of severe faults in the use of funds, in case of impediment or force majeure pursuant to Article 10.

12.2 In case of severe fault, GoI shall notify the event in writing to GoV, inviting it to take suitable measures to fix the consequences of the fault within maximum sixty days from the date of the notification. This time limit expired, GoI reserves itself the right to terminate the Agreement. In

this case Article 11.1 shall apply, notifying GoV through a Verbal Note with at least three months of advance

ARTICLE 13
Entry into Force and Duration

13.1 The present Agreement shall come into force on the date of receipt of the last of the two notifications by which the Parties shall inform each other about the completion of their respective domestic procedures necessary for the entry into force of this Agreement.

13.2 This Agreement shall have duration of thirty-six months from the date of its entry into force. Upon agreement between the Parties, its duration can be extended until all Program activities have been completed.

In witness thereof, the undersigned, duly authorized by their respective Governments, have signed the present Agreement.

Done on the ....of ....in two originals in the English language, both originals being equally authentic.

For the Government of the Italian Republic

Lorenzo Angeloni
Ambassador

For the Government of the Socialist Republic of Vietnam

Cao Viet Sinh
Vice Minister

Ministry of Finance
Department of Debt Management and
External Finance Department

28 Tran Hung Dao - Hanoi
Socialist Republic of Vietnam
Tel: 84 4 2220 2828
Fax: 84 4 2220 8020/2868

Hanoi, January 8, 2013

No.: 2 TC/QLN

VERBAL NOTE

The Ministry of Finance of the Socialist Republic of Vietnam presents its compliments to the Embassy of Republic of Italy and has the honor to refer to the Agreement on of Water Sector Program Aid (the second phase) signed dated November 15, 2012 in Hanoi between the two Governments Vietnam and Italy.

The Ministry of Finance hereby, would like to confirm that the domestic procedures for signing the Agreement have been completed. Therefore, the Embassy is kindly requested to send the Ministry of Finance the notification of the coming into force of the Agreement as soon as possible.

The Ministry of Finance avails itself of this opportunity to renew to the Embassy of Republic of Italy the assurances of its highest consideration./.

TL. BỘ TRƯỞNG
CỤC TRƯỞNG CỤC QUẢN LÝ NỢ VÀ TÀI CHÍNH ĐỐI NGOẠI

NGUYỄN THÀNH ĐÔ

To: The Embassy of Republic of Italy
9 Le Phung Hieu, Hanoi

AMBASCIATA D' ITALIA
HANOI

16 ...

ARRIVO

Ambasciata d'Italia
Hanoi

0135

PROT: UTL

VERBAL NOTE

The Embassy of Italy in Hanoi presents its compliments to the Ministry of Finance of the Socialist Republic of Vietnam and, with reference to the "Agreement between the Government of the Italian Republic and the Government of the Socialist Republic of Vietnam for the implementation of the Water Sector Program Aid in support to the Balance of Payments in favor of the Ministry of Finance of the Socialist Republic of Vietnam" (the Agreement), has the honour to communicate the followings:

The Embassy of the Italian Republic in Hanoi acknowledges the receipt of the Verbal Note No.2/TC-QLN dated January 8th, 2013 of the Ministry of Finance informing its completion of domestic procedures for signing the Agreement.

The Embassy also would like to inform the Ministry of Finance that the Italian domestic procedures necessary for entry into force of the Agreement was completed.

Therefore, according to the Article 12 of the Agreement, it will enter into force on the date of the receipt of this Verbal Note by the Ministry of Finance.

The Embassy of the Italian Republic avails itself of this opportunity to renew to the Ministry of Finance of the Socialist Republic of Vietnam the assurances of its highest consideration.

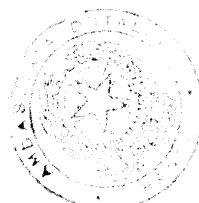
Hanoi, 25 MAR 2013

Ministry of Finance
External Finance Department
HANOI

C/c
Ministry of Planning and Investment
Foreign Economic Relations Department
HANOI

Ministry of Foreign Affairs
Europe Department
HANOI

AMBASCIATA D'ITALIA-HANOI
VISTO: per copia conforme.
Hanoi, 18 APR 2013

AMBASCIATA D'ITALIA
HANOI
18/04/2013 Num. registro: 716
WATER SECTOR PROGRAM AID
Art. T.C. 71

Ministry of Finance
Department of Debt Management and
External Finance Department

28 Tran Hung Dao - Hanoi
Socialist Republic of Vietnam
Tel: 84 4 2220 2828
Fax: 84 4 2220 8020/2868

Hanoi, April 2nd, 2013

No.: 35 TC/QLN

VERBAL NOTE

The Ministry of Finance of the Socialist Republic of Vietnam presents its compliments to the Embassy of Republic of Italy and has the honor to refer to the Verbal Note no.0435 dated March 25th, 2013 of the Embassy informed the completion of the Italian domestic procedures necessary for entry into force of the Agreement on of Water Sector Program Aid (the second phase) signed dated November 15, 2012 in Hanoi between the two Governments Vietnam and Italy.

The Ministry of Finance hereby, would like to confirm its receiving of the above mentioned Verbal Note on March 29th, 2013. Therefore, the Ministry of Finance would like to confirm that the Agreement entry into force **on March 29th, 2013.**

The Ministry of Finance avails itself of this opportunity to renew to the Embassy of Republic of Italy the assurances of its highest consideration.

AMBASCIATA D'ITALIA

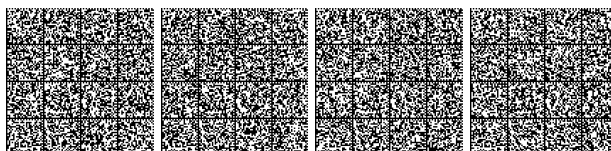
10 APR 2013

ARRIVO

N 0525

To: The Embassy of Republic of Italy
9 Le Phung Hieu, Hanoi

<table>
<tr><td colspan="4"></td><td colspan="3">SCHEDA PER: GAZZETTA UFFICIALE</td></tr>
<tr><td colspan="4">FIRMA: 16.04.2012</td><td colspan="2">ENTR. VIGORE: 07.05.2013</td><td>IN VIGORE: SI</td></tr>
<tr><td colspan="7">PAESE: QATAR</td></tr>
<tr><td colspan="7">MATERIA: Visti</td></tr>
<tr><td colspan="5">POSIZIONE:</td><td colspan="2">DEPOSITO: Busta n.</td></tr>
<tr><td colspan="7">TITOLO: Accordo tra il Governo della Repubblica Italiana ed il Governo dello Stato del Qatar sull'esenzione dall'obbligo di visto per i titolari di passaporti diplomatici, di servizio e speciali</td></tr>
<tr><td colspan="5">FIRMATO a: Roma</td><td colspan="2">il: 16 aprile 2012</td></tr>
<tr><td colspan="5">PROVV.LEG.: =</td><td colspan="2">G.U.:</td></tr>
<tr><td colspan="5">Note Verbali ( )
Italia: 12.08.2012
Controparte: 04.04.2013
Ricezione: 07.04.2013</td><td colspan="2">Comunicato G.U.:
(Tabella II:)</td></tr>
<tr><td colspan="7">DATA ENTR. VIGORE: il trentesimo giorno dalla data di ricezione dell'ultima notifica scritta</td></tr>
<tr><td colspan="7">DURATA: indeterminata</td></tr>
<tr><td colspan="7">DEN./DEC.: Si, a tre (3) mesi</td></tr>
<tr><td colspan="7">NOTE:

VD.:</td></tr>
<tr><td colspan="6">CLAUSOLA ENTR.VIGORE: Art. 10</td><td>ADEMPIMENTI INTERNI:</td></tr>
<tr><td colspan="6">"Il presente Accordo entra in vigore il trentesimo giorno dalla data di ricezione, attraverso i canali diplomatici, dell'ultima notifica scritta, con la quale le Parti si comunicano reciprocamente l'avvenuto completamento delle procedure interne di ratifica."</td><td>Ratifica del Presidente della Repubblica senza legge di autorizzazione alla ratifica.</td></tr>
<tr><td colspan="6">Lingue ufficiali: italiana, araba, inglese</td><td>Uff. negoziatore: DGAP-Ufficio IX</td></tr>
</table>

ACCORDO
TRA IL GOVERNO DELLA REPUBBLICA ITALIANA
ED IL GOVERNO DELLO STATO DEL QATAR
SULL'ESENZIONE DALL'OBBLIGO DI VISTO
PER I TITOLARI DI PASSAPORTI
DIPLOMATICI, DI SERVIZIO E SPECIALI

Il Governo della Repubblica italiana ed il Governo dello Stato del Qatar, di seguito indicati come "le Parti Contraenti",

desiderosi di promuovere le relazioni bilaterali,

tenendo in considerazione l'interesse al rafforzamento delle relazioni amichevoli esistenti e con l'intento di facilitare gli spostamenti dei cittadini di entrambi i paesi, detentori di passaporti diplomatici, di servizio e - solo per quanto riguarda la Parte qatarina- speciali,

hanno concordato quanto segue:

Articolo 1

I cittadini di una delle Parti Contraenti, detentori di passaporto, in corso di validità, diplomatico, di servizio e, unicamente per i cittadini dello Stato del Qatar, speciale, e non accreditati nel territorio dell'altra Parte Contraente, sono esentati dall'obbligo di visto di ingresso, transito, permanenza e uscita dal territorio dello Stato ospitante fino a novanta (90) giorni (in uno o più periodi), entro sei (6) mesi, dal giorno di arrivo nel territorio della Parte ospitante. Per i cittadini dello Stato del Qatar, il menzionato periodo di novanta giorni decorre dal giorno del primo ingresso nell'area Schengen.

Articolo 2

Il presente Accordo non esenta i membri delle missioni diplomatiche, delle rappresentanze consolari e delle organizzazioni

internazionali, situate nel territorio dell'altra Parte Contraente, nonché i loro familiari detentori di passaporto, in corso di validità, speciale, di servizio e diplomatico, dall'obbligo di visto per l'accreditamento presso lo Stato ospite.

Le persone sopra citate, dopo l'accreditamento, potranno entrare, transitare, soggiornare o uscire dal territorio dello Stato ospite senza visto per la durata del loro incarico.

Articolo 3

I cittadini delle Parti Contraenti, detentori di passaporto diplomatico, di servizio e speciale, citati negli Articoli 1 e 2 di questo Accordo, possono entrare o lasciare il territorio dell'altra Parte Contraente in ogni punto di confine aperto al traffico internazionale dei passeggeri.

Articolo 4

Il presente accordo non modifica gli obblighi dei cittadini di entrambe le Parti Contraenti, specificati negli Articoli 1 e 2, a rispettare la legislazione dello Stato ricevente.

Articolo 5

Il presente Accordo non modifica il diritto delle competenti autorità di ciascuna delle Parti Contraenti di rifiutare l'ingresso o la permanenza nel proprio territorio ai cittadini dell'altra Parte Contraente ritenuti indesiderabili.

Articolo 6

Per ragioni di sicurezza nazionale e di ordine pubblico ogni Parte Contraente si riserva il diritto di sospendere, in toto o in parte, l'applicazione di questo Accordo.

La sospensione dell'applicazione di questo Accordo viene notificata all'altra Parte Contraente tramite i canali diplomatici, entro 72 ore dall'entrata in vigore di tale misura.

La sospensione dell'applicazione di questo Accordo non ha effetti sui diritti dei cittadini, di cui agli Articoli 1 e 2 di questo Accordo, che già si trovino nel territorio dell'altra parte Contraente.

Articolo 7

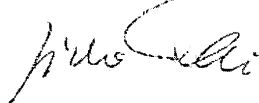
Le Parti Contraenti trasmettono i rispettivi specimen dei passaporti diplomatici, di servizio e speciali - unicamente per la Parte qatarina- tramite canali diplomatici entro trenta (30) giorni dall'entrata in vigore del presente Accordo.

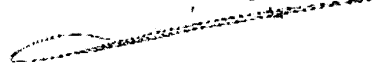
Nel caso dell'introduzione di nuovi passaporti o di modifica di quelli esistenti, le Parti trasmetteranno reciprocamente gli specimen di questi passaporti, entro trenta (30) giorni dalla data di entrata in vigore dei nuovi passaporti o delle modifiche.

Articolo 8

Questo Accordo può essere modificato con il mutuo consenso delle Parti Contraenti mediante Protocolli addizionali o scambi di Note Verbali. Questi documenti vengono considerati parte integrante del presente Accordo. Detti emendamenti entrano in vigore secondo le procedure stabilite nell'articolo dieci (10) del presente Accordo.

Articolo 9

Ogni divergenza o disputa che sorga nell'interpretazione delle disposizioni di questo Accordo viene risolta amichevolmente mediante consultazione o negoziato tra le Parti attraverso i canali diplomatici.

Articolo 10

Il presente Accordo entra in vigore il trentesimo giorno dalla data di ricezione, attraverso i canali diplomatici, dell'ultima notifica scritta, con la quale le Parti si comunicano reciprocamente l'avvenuto completamento delle procedure interne di ratifica.

Il presente Accordo è valido a tempo indeterminato, fino a quando una delle parti non lo denunci; cessa di essere in vigore dopo tre (3) mesi dalla data di ricezione di una delle Parti, attraverso i canali diplomatici, della notifica scritta di recesso dell'altra Parte.

Fatto a Roma il 16 aprile 2012______ , in due copie originali in italiano, arabo ed inglese, tutte egualmente autentiche. In caso di divergenza di interpretazione prevale il testo in inglese.

PER IL GOVERNO DELLA REPUBBLICA ITALIANA

PER IL GOVERNO DELLO STATO DEL QATAR

AGREEMENT BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE GOVERNMENT OF THE STATE OF QATAR ON THE EXEMPTION OF VISA REQUIREMENT FOR HOLDERS OF DIPLOMATIC, SERVICE AND SPECIAL PASSPORTS

The Government of the Italian Republic and the Government of the State of Qatar, hereinafter referred to as "the Contracting Parties",

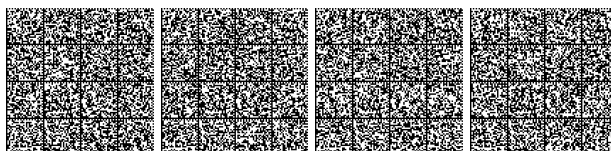
desirous of promoting their bilateral relations,

considering the interest in strengthening the existing friendly relationship and with a view to facilitating the travel of citizens of both countries, holding diplomatic, service and (only for the Qatari Party) special passports,

have agreed as follows:

Article 1

Citizens of one Contracting Party, holders of valid diplomatic passport, service and for Qatari citizens only- special passports, and not accredited in the territory of the other Contracting Party, shall be exempt from visa requirement to enter, transit through, stay on and leave the territory of the receiving State up to ninety (90) days (in one or several periods) within six (6) months, since the day of arrival in the territory of the host State. For Qatari citizens, the above mentioned period of ninety (90) days shall begin from the date of first entry in Schengen Area.

Article 2

This Agreement does not exempt the members of diplomatic missions, consular posts as well as representatives of international organizations, located in the territory of the other Contracting Party, as well as their family members holding valid diplomatic, service or special passport, from the visa obligation for their accreditation before the host State.

The above mentioned persons, after the accreditation, may enter, transit through, stay on and leave the territory of the host State without visa during the period of their assignment.

Article 3

Citizens of the Contracting Parties holders of diplomatic, service and special passport, mentioned in Articles 1 and 2 of this Agreement, may enter or leave the territory of the other Contracting Party at all border crossing points opened to international passengers' traffic.

Article 4

This Agreement shall not affect the obligation of citizens of the Contracting Parties, referred to Articles 1 and 2, to respect the legislation of the receiving State.

Article 5

The Agreement does not affect the right of the competent authorities of each Contracting Party to refuse entry into or stay in its territory of any citizens of the other Contracting Party who are considered undesirable.

Article 6

For reasons of national security and public order each Contracting Party reserves the right to suspend, either in whole or in part, the implementation of this Agreement.

The other Party shall be notified about suspension of implementation of this Agreement through diplomatic channels, not later than 72 hours before the entry into force of such measure.

The suspension of the implementation of this Agreement shall not affect the rights of citizens, mentioned in Articles 1 and 2 of this Agreement, who already stay in the territory of the other Contracting Party.

Article 7

The Contracting Parties shall exchange specimens of the diplomatic, service and only for Qatari Party- special passports through diplomatic channels not later than thirty (30) days before the entry into force of this Agreement.

In case of introduction of new passports or modification of the existing ones, the Contracting Parties shall convey to each other through diplomatic channels specimens of these passports, no later than thirty (30) days before the date the new passports or modifications enter into force.

Article 8

The Agreement may be amended by mutual consent of the Contracting Parties by additional Protocols or exchange of Diplomatic Notes. These documents shall be considered as an integral part of this Agreement. These amendments shall enter into force according to the procedures stipulated in article no. ten (10) of this Agreement.

Article 9

Any differences or disputes arising from the interpretation of the provisions of this Agreement shall be settled amicably by consultation or negotiation between the Parties through diplomatic channels.

Article 13

This Agreement shall enter into force on the thirtieth (30th) day from the date of the receipt through diplomatic channels of the last written notification, by which the Contracting Parties have formally communicated each other that their respective internal procedures, necessary for its enter into force, have been completed.

This Agreement shall remain in force for an indefinite period and shall remain effective before expiration of three (3) months from the date of the receipt by one of the Parties through diplomatic channels of written notice of termination of the other Party.

Done at Rome on april, 16th 2012 ______, in two originals each in Italian, Arabic and English languages, all being equally authentic. In case of divergence in interpretation, the English text shall prevail.

ON BEHALF
OF THE GOVERNMENT OF THE
ITALIAN REPUBLIC

ON BEHALF
OF THE GOVERNMENT
OF THE STATE OF QATAR

اتفاقية
بشأن إعفاء حاملي جوازات السفر الدبلوماسية وجوازات الخدمة والجوازات الخاصة
متطلبات تأشيرة الدخول
بين
حكومة دولة قطر وحكومة جمهورية إيطاليا

إن حكومة دولة قطر،
وحكومة جمهورية إيطاليا،
والمشار إليهما فيما بعد بـ (الطرفان المتعاقدان) ،
رغبة منهما في تطوير علاقتهما الثنائية، وبالنظر إلى الرغبة في تعزيز العلاقة الودية القا
بينهما لتسهيل سفر رعايا الدولتين من حملة جوازات السفر الدبلوماسية وجوازات
الخدمة، وجوازات السفر الخاصة (للقطريين فقط)،
قد اتفقتا على ما يلي:

مادة (1)

يُعفى رعايا الطرفين من حملة جوازات السفر الدبلوماسية وجوازات الخد
والجوازات الخاصة للمواطنين القطريين فقط ، السارية المفعول من غير المعتمدين
أراضي الطرف الآخر ، من متطلبات الحصول على تأشيرة الدخول والعبور والإق
ومغادرة أراضي الدولة المستقبلة لفترة تصل إلى تسعين (90) يوماً (في فترة واح
عدة فترات) في غضون ستة أشهر (6) أشهر ، منذ يوم الوصول إلى أراضي الد
المضيفة. تبدأ المدة المذكورة أعلاه وهي تسعين (90) يوماً للمواطنين القطريين من ت
أول دخول لمنطقة شنغن .

مادة (2)

لا تعفي هذه الاتفاقية أعضاء البعثات الدبلوماسية والقنصلية وكذلك ممثلي المنظ
الدولية ، التي مقرها في إقليم الطرف الآخر ، بالإضافة إلى أفراد أسرهم الذين يحم
جوازات سفر دبلوماسية أو جوازات خاصة أو جوازات خدمة سارية المفعول من الـ
الحصول على تأشيرة الدخول لاعتمادهم من قبل الدولة المضيفة.

يمكن للأشخاص المذكورين أعلاه ، بعد اعتمادهم، الدخول أو الخروج من
والعبور من خلال أو الإقامة في إقليم الدولة المضيفة بدون تأشيرة خلال فترة مهمتهم.

مادة (3)

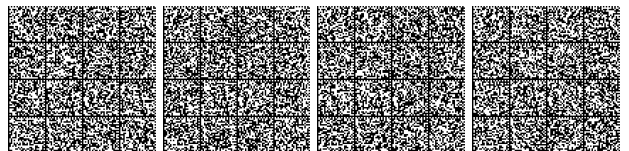
يمكن لمواطني الطرفين المتعاقدين من حملة جوازات السفر الدبلوماسية وجو
الخدمة والجوازات الخاصة المشار إليهم في الفقرة (1) و (2) من هذه الاتفاقية دخو
مغادرة إقليم الطرف الآخر من أي نقطة عبور حدود مفتوحة أمام حركة المرور الـ
للمسافرين.

مادة (4)

لا تؤثر هذه الاتفاقية على التزامات مواطني الطرفين المتعاقدين ، المشار إليه
المادتين (1) و (2) من احترام التشريعات السارية في الدولة المستقبلة

مادة (5)

لا تؤثر هذه الاتفاقية على حق السلطات المختصة لدى كل من الطرفين المتعا
من رفض دخول أو إقامة أي من مواطني الطرف الآخر ممن يعتبرهم غير مرغوب فيهم.

مادة (6)

يحتفظ كل طرف بحقه في تعليق تطبيق هذه الاتفاقية مؤقتاً كلياً أو [illegible] تتعلق بحماية الأمن القومي والنظام العام.

ويجب على الطرف الذي علق تطبيق هذه الاتفاقية أن يخطر قرار [illegible] القنوات الدبلوماسية، إلى الطرف الآخر في موعد لا يتجاوز 72 ساعة قبل [illegible] مثل هذا الإجراء.

لا يؤثر تعليق تنفيذ هذه الاتفاقية على حقوق المواطنين المتواجدين بالفعل [illegible] الطرف الآخر والمشار إليهم في المادتين (1) و (2) من هذه الاتفاقية.

مادة (7)

يتبادل الطرفان المتعاقدان نماذج من جوازات السفر الدبلوماسية وجوازات [illegible] والجوازات الخاصة (للجانب القطري فقط) من خلال القنوات الدبلوماسية في موعد [illegible] يتجاوز (30) ثلاثين يوماً قبل بدء نفاذ هذه الاتفاقية.

في حالة إصدار جوازات سفر جديدة أو تعديل جوازات السفر الحالية [illegible] الطرفين المتعاقدين ارسال نماذج من هذه الجوازات لبعضهما البعض من خلال [illegible] الدبلوماسية، في موعد لا يتجاوز (30) ثلاثين يوماً قبل تاريخ سريان جوازات [illegible] الجديدة أو سريان التعديلات.

مادة (8)

يجوز تعديل هذه الاتفاقية عبر الاتفاق المشترك بين الطرفين المتعاقدين من [illegible] بروتوكولات إضافية أو من خلال تبادل المذكرات الدبلوماسية، وتعتبر هذه الوثائق في [illegible] الحالة جزءاً لا يتجزأ من هذه الاتفاقية، وتدخل هذه التعديلات حيز النفاذ وفقاً للإجراءات المنصوص عليها في المادة (10) من هذه الاتفاقية.

مادة (9)

تسوى أي خلافات أو منازعات تتعلق بتفسير أحكام هذه الاتفاقية ودياً عن طريق التشاور أو التفاوض بين الطرفين من خلال القنوات الدبلوماسية.

مادة (10)

تدخل هذه الاتفاقية حيز النفاذ بعد ثلاثين يوماً من تاريخ آخر إخطار متبادل [illegible] الطرفين المتعاقدين عبر القنوات الدبلوماسية، يخطر فيه كلا الطرفين بعضهما [illegible] رسمياً بأن الإجراءات الداخلية اللازمة لدخول الاتفاقية حيز التنفيذ قد تم الوفاء بها.

تظل هذه الاتفاقية سارية المفعول لفترة غير محددة، ما لم يخطر أحد الطرفين الطرف الآخر كتابه برغبته في إنهائها، وينتهي العمل بها بعد (3) أشهر من تاريخ [illegible] الطرف الآخر هذا الاخطار عن طريق القنوات الدبلوماسية.

حررت هذه الاتفاقية في مدينة .... بتاريخ .... هجرية [illegible] .... ميلادية، من نسختين أصليتين بكل من اللغات العربية والايطالية والانجليزية ولكل منها ذات الحجية، وفي حال حدوث اختلاف في التفسير يرجح النص المحرر [illegible] الانجليزية.

عن حكومة جمهورية ايطاليا	عن حكومة دولة قطر

AMBASCIATA D'ITALIA
DOHA

No. 745/233/2012

Note Verbale
URGENT

The Italian Embassy in Doha presents its compliments to the European Affairs Department of the Ministry of Foreign Affairs of the State of Qatar and has the honor to refer to the Agreement between the Government of the Italian Republic and the Government of the State of Qatar on the exemption of visa requirement for holders of diplomatic, service and special passports, signed in Rome, on April 16th, 2012, during the State Visit of H.H. the Emir of the State of Qatar, Sh. Hamad bin Khalifa Al Thani, to Italy.

The Italian Embassy has the pleasure to inform that all internal procedures envisaged by the Italian law for the ratification of the above mentioned Agreement reached their completion on July 31st, 2012.

As per Art. 10, par. 1 of the same Agreement, "[this] Agreement shall enter into force on the thirtieth (30th) day from the date of the receipt through diplomatic channels of the last written notification, by which the Contacting Parties have formally communicated each other that their respective internal procedures, necessary for its enter into force, have been completed". Therefore, the Italian Embassy kindly requests to know the status of the Qatari procedures in order for the Agreement to enter into force according to the provisions of its Art. 10, par. 1.

Waiting for a kind reply at the Ministry's earliest convenience, the Italian Embassy thanks for the Ministry's kind assistance and cooperation on this issue and avails itself of this opportunity to renew to the European Affairs Department of the Ministry of Foreign Affairs of the State of Qatar the assurances of its highest consideration.

August 12th, 2012

Ministry of Foreign Affairs
European Affairs Department

Cc:
Legal Affairs Deptartment

AMBASCIATA D'ITALIA DOHA
VISTO per copia
conforme all'originale

Funzionario Vicario
Silvia Tosi

الرقم ٢٠١٢/٢٣٩/٧٤٥

SCIATA D'ITALIA
DOHA

مذكرة شفوية
ترجمة غير رسمية

تهدي سفارة الجمهورية الإيطالية بالدوحة أطيب تحياتها إلى إدارة الشؤون الاوروبية في وزارة خارجية دولة قطر الموقرة، و بالاشارة الي الاتفاقية بين حكومة الجمهورية الايطالية و بين حكومة دولة قطربشأن الاعفاء من متطلبات التأشيرة لحاملي جوازات السفر الديبلوماسية و الخدمة والخاصة و التي تم التوقيع عليها في روما في ٢٠١٢/٤/١٦, خلال زيارة سمو الامير الشيخ حمد بن خليفة ال ثاني الي ايطاليا.

السفارة الايطالية تود مع كل التقدير ان تبلغ بان كل الاجراءات الداخلية التي ينص عليها القانون الإيطالي للتصديق على الاتفاق الذي تم التوصل إليه المذكورة أعلاه قد تم إنجازها في ٣١ يوليو ٢٠١٢ م.

وفقا للمادة . ١٠ من الاتفاقية نفسها، "[هذا] الاتفاق سوف يدخل حيز النفاذ بعد ٣٠ يوما من تاريخ اخر اخطار متبادل بين الطرفين المتعاقدين عبر القنوات الدبلوماسية , يخطر فيه كلا الطرفين المتعاقدين بعضهما البعض رسميا بان الاجراءات الداخلية الازمة لدخول الاتفاقية حيز التنفيذ قد تم الوفاء بها. ولذلك ، فإن السفارة الايطالية ترجو معرفة حالة الإجراءات القطرية من أجل ان يدخل الاتفاق حيز التنفيذ وفقا لأحكام المادة ١٠.

في انتظار الرد الكريم في الوقت المناسب للوزارة , تنتهز السفارة الإيطالية هذه المناسبة لتعرب إلى مقام إدارة المراسم في وزارة الخارجية القطرية الموقرة عن عميق تقديرها وأحترامها
.

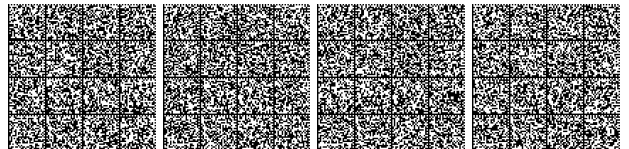
الدوحة فى ٢٠١٢/٨/١٢م

إلى/ وزارة خارجية دولة قطر الموقرة
إدارة الشؤون الاوربية
الدوحة ، قطر .

نسخة:
ادارة الشؤون القانونية

of Foreign Affairs

التاريخ : ١٤٣٤/٠٥/٢٣هـ

الموافق : ٢٠١٣/٠٤/٠٤م

الرقم : و خ

ادارة الشؤون الاوروبية

تُهـدي وزارة خارجيـة دولـة قطـر (إدارة الشـؤون الأوروبيـة) أطيب تحياتها إلى سفارة جمهورية ايطاليا الموقرة في الدوحة.

وبالإشارة إلى مذكرة السفارة رقم ٢٠١٣/٨١/٣٠٢ بتاريخ ٢٠١٣/٣/٤م، بشأن اتفاقية الاعفاء من متطلبات التأشيرة وحاملي جوازات السفر الدبلوماسية والخدمة والخاصة والمعقودة بين دولة قطر وايطاليا بتاريخ ٢٠١٢/٤/١٦م.

يسر الوزارة موافاتكم بأن الجانب القطري استكمل كافة الاجراءات القانونية للاتفاقية لدخولها حيز النفاذ بعد (٣٠) يوم من تاريخ المذكرة، وذلك حسب الاجراءات البروتوكولية المتبعة في ايطاليا.

وتنتهز الوزارة هذه المناسبة لتعرب للسفارة عن فائق تقديرها واحترامها.

- إلى سفارة جمهورية ايطاليا– الدوحة

م ع أ/ س ٢/

ص.ب : ٢٥٠ - الدوحة - قطر - تليفون : ٤٠١١٢٩٠٠ (٩٧٤+) - فاكس : ٤٤٤٢٧٣٥٧ - ٤٤٣٥٢٠١١ (٩٧٤+)
P.O.Box: 250 - DOHA - QATAR - Tel.: (+974) 40112900 - Fax: (+974) 44427357 - 44352011

TRADUZIONE NON UFFICIALE

Ministero degli Affari Esteri
Dipartimento degli Affari Europei

Data: 4/4/2013

no. Wkh/5/001910/2013

Il Ministero degli Affari Esteri (Dipartimento per gli Affari Europei) presenta i suoi complimenti all'Ambasciata Italiana a Doha.

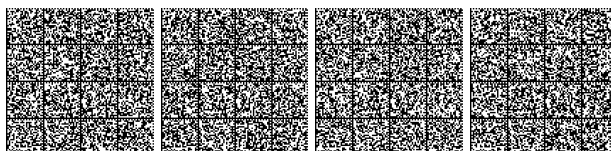
In riferimento alla Nota Verbale dell'Ambasciata n. 302/81/2013 datata 4/3/2013, riguardante l'entrata in vigore dell'Accordo bilaterale sull'esenzione dall'obbligo di visto per i titolari di passaporti diplomatici, di servizio e speciali, concluso tra lo Stato del Qatar e la Repubblica Italiana il 16 aprile 2012,

il Ministero ha il piacere di informare l'Ambasciata che la parte qatarina ha completato tutte le procedure legali interne di ratifica. affinche' l'Accordo possa entrare in vigore dopo 30 giorni dalla data della presente Nota Verbale, secondo le procedure stabilite.

Il Ministero degli Affari Esteri si avvale di questa opportunita' per rinnovare all'Ambasciata la piu' alta considerazione.

AMBASCIATA D'ITALIA - DOHA

VISTO: per traduzione conforme all'originale
redatto in lingua ARABA
eseguita da questa Ambasciata
Doha, 7.4.2013

Funzionario Vicario
Silvia Tosi

AMBASCIATA D'ITALIA
DOHA

No. 434 / 96 /2013

Note Verbale
URGENT

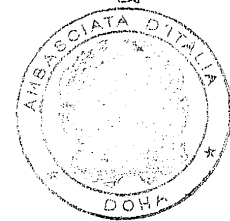
The Italian Embassy in Doha presents its compliments to the European Affairs Department of the Ministry of Foreign Affairs of the State of Qatar and has the honor to hereby acknowledge receipt of the Ministry's Note Verbale n. Wkh/5/001910/2013, dated April 4th, 2013, informing that the Qatari procedures for the entry into force of the bilateral Agreement between the Government of the Italian Republic and the Government of the State of Qatar on the exemption of visa requirement for holders of diplomatic, service and special passports, signed in Rome, on April 16th, 2012, have been completed.

According to the provisions of Art. 10, par. 1 of the same Agreement:

"[this] Agreement shall enter into force on the thirtieth (30th) day from the date of the receipt through diplomatic channels of the last written notification, by which the Contacting Parties have formally communicated each other that their respective internal procedures, necessary for its enter into force, have been completed".

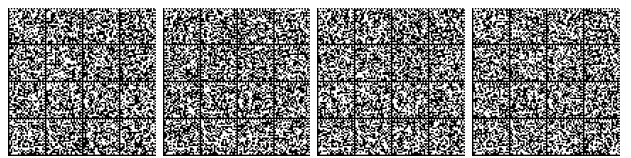
Therefore, having notified the completion of Italian procedures on August 12th, 2012, and received the Qatari notification on April 7th, 2013, the Italian Embassy has the honor to inform that the above-mentioned Agreement shall be considered into force starting from May 7th, 2013.

The Italian Embassy thanks for the Ministry's kind assistance and cooperation on this issue and avails itself of this opportunity to renew to the European Affairs Department of the Ministry of Foreign Affairs of the State of Qatar the assurances of its highest consideration.

April 7th, 2013

Ministry of Foreign Affairs
European Affairs Dept.

Cc:
Legal Affairs Dept.

AMBASCIATA D'ITALIA DOHA
VISTO per copia
conforme all'originale

Funzionario Vicario
Silvia Tosi

AMBASCIATA D'ITALIA

مذكرة شفوية
ترجمة غير رسمية
عاجل

تهدي سفارة الجمهورية الإيطالية بالدوحة أطيب تحياتها إلى إدارة الشؤون الاوروبية في وزارة خارجية دولة قطر الموقرة، وبالاشارة الى مذكرة الوزارة رقم وخ/٢٠١٣/٠٠١٩١٠/٥ بتاريخ ٢٠١٣/٤/٤م والتي اعلمت عن استكمال الاجراءات القطرية لدخول الاتفاقية بين حكومة الجمهورية الايطالية و بين حكومة دولة قطر بشأن الاعفاء من متطلبات التأشيرة لحاملي جوازات السفر الدبلوماسية و الخدمة والخاصة حيز التنفيذ والتي تم التوقيع عليها في روما في ٢٠١٢/٤/١٦م.

وفقا للمادة . ١٠ من الاتفاقية نفسها:

"[هذا] الاتفاق سوف يدخل حيز النفاذ بعد ٣٠ يوما من تاريخ اخر اخطار متبادل بين الطرفين المتعاقدين عبر القنوات الدبلوماسية , يخطر فيه كلا الطرفين المتعاقدين بعضهما البعض رسميا بان الاجراءات الداخلية اللازمة لدخول الاتفاقية حيز التنفيذ قد تم الوفاء بها".

ولذلك ، فإن السفارة الايطالية تحيطكم علماً باستكمال الإجراءات الايطالية في ٢٠١٢/٨/١٢م واستلام الاخطار باستكمال الاجراءات القطرية في ٢٠١٣/٤/٧م. فتتشرف السفارة الايطالية باعلامكم ان الاتفاق المذكور اعلاه سوف يدخل حيز التنفيذ في ٢٠١٣/٥/٧م.

شاكرين تعاونكم الكريم، تنتهز السفارة الإيطالية هذه المناسبة لتعرب إلى مقام إدارة الشؤون الاوروبية في وزارة الخارجية القطرية الموقرة عن عميق تقديرها وأحترامها.

الدوحة في ٢٠١٣/٤/٧م

إلى/ وزارة خارجية دولة قطر الموقرة
إدارة الشؤون الاوروبية
الدوحة ، قطر .

نسخة:
ادارة الشؤون القانونية

SCHEDA PER: G.U.

FIRMA: 11.12.2003	**ENTR. VIGORE: 30.07.2013**	**IN VIGORE: SI**
PAESE: KUWAIT		
MATERIA: DIFESA		

POSIZIONE:	**DEPOSITO:**
TITOLO: Memorandum d'Intesa tra il Governo della Repubblica Italiana ed il Governo dello Stato del Kuwait sulla Cooperazione nel campo della Difesa.	
FIRMATO a: Al Kuwait	**il: 11 dicembre 2003**
PROVV.LEG.: Legge n.147 del 18.06.05	**G.U.:** n.175 del 29.07.05
NOT. ( ) **Italia:** 24.10.2005 **Controparte:** 29.07.2013 **Ricezione:** 30.07.2013	**Comunicato G.U.:** **(Tabella II:)**
DATA ENTR. VIGORE: 30.07.2013	
DURATA: 5 anni con tacito rinnovo.	
DEN./DEC.:	
NOTE: **VD.:**	
CLAUSOLA ENTR.VIGORE: Art. 12.1	**ADEMPIMENTI INTERNI:**
"Il presente MoU entrrerà in vigore alla data di ricezione dell'ultima notifica con cui le Parti si saranno comunicate l'avvenuto completamento delle rispettive procedure interne."	**Ratifica del Presidente della Repubblica con legge di autorizzazione alla ratifica.**
Lingue ufficiali: italiano, inglese, arabo	**Uff. negoziatore: DGAP-Ufficio IX**

MEMORANDUM D'INTESA

TRA

IL GOVERNO
DELLA REPUBBLICA ITALIANA

E

IL GOVERNO
DELLLO STATO DEL KUWAIT

SULLA

COOPERAZIONE NEL CAMPO DELLA DIFESA

MEMORANDUM D'INTESA
TRA
IL GOVERNO DELLA REPUBBLICA ITALIANA
ED
IL GOVERNO DELLO STATO DEL KUWAIT

Il Governo della Repubblica Italiana e il Governo dello Stato del Kuwait, d'ora innanzi congiuntamente denominati le "Parti" e singolarmente la "Parte":

Confermando il loro impegno nei confronti della Carta delle Nazioni Unite ed aderendo al principio del pieno rispetto della loro sovranità, indipendenza ed integrità territoriale;

Nel tentativo di rafforzare le buone ed amichevoli relazioni nel campo della cooperazione militare;

Riconoscendo che i termini derivanti dall'applicazione di questo MOU saranno in accordo con le politiche nazionali dei rispettivi Paesi e non saranno in conflitto con le leggi ed i regolamenti interni dei loro Paesi né saranno di ostacolo agli impegni presi dai loro Paesi nel campo internazionale;

Con questo Memorandum concordano quanto segue:

ARTICOLO 1
SCOPO

1.1 Scopo del presente MoU è il rafforzamento della cooperazione nel campo della difesa attraverso lo scambio di esperienze e conoscenze nel campo della cooperazione militare nell'interesse di entrambe le Parti.

1.2 Questo MoU si applicherà a tutti i membri delle Parti ed ai loro familiari in visita ufficiale o inviati a frequentare corsi presso scuole ed istituti di formazione militare di entrambe le Parti. Il presente MoU si applicherà anche a qualsiasi forma di cooperazione militare concordata dai suoi firmatari.

ARTICOLO 2
PRINCIPI DI COOPERAZIONE MILITARE

2.1 L'organizzazione e lo svolgimento delle attività concrete per la cooperazione nel campo della difesa saranno compito del Ministero della Difesa della Repubblica Italiana e del Ministero della Difesa dello Stato del Kuwait.

2.2 Eventuali consultazioni dei rappresentanti delle Parti si terranno alternativamente a Roma e a Kuwait City allo scopo di elaborare e concordare eventuali intese specifiche ad integrazione e completamento del presente MoU, nonché eventuali programmi di cooperazione tra le Forze Armate della Repubblica Italiana e le Forze Armate dello Stato del Kuwait.

2.3 Attività, modi, tempi e luoghi saranno specificati nel Programma summenzionato.

p. navi e relativo materiale di equipaggiamento per uso militare.

5.2 Il reciproco approvvigionamento di materiali di interesse delle rispettive Forze Armate avverrà nell'ambito del presente Memorandum con operazioni dirette da Stato a Stato o tramite società private autorizzate dai rispettivi Governi.

ARTICOLO 6
SICUREZZA DELLE INFORMAZIONI CLASSIFICATE

6.1 Tutte le informazioni, i documenti e i materiali classificati, scambiati fra le Parti Contraenti e le loro industrie sulla base del presente MoU, saranno protetti in conformità alle leggi ed ai regolamenti nazionali delle Parti stesse.

6.2 Ciascuna delle Parti Contraenti tratterà tutte le informazioni, documenti e materiali classificati in conformità alle misure di sicurezza che non saranno meno rigorose di quelle che corrispondono al grado di segretezza determinato dall'originatore ed adotterà tutte le misure necessarie, affinché tale grado di segretezza sia rispettato fino a quando lo richiede la Parte Contraente che le ha originate.

6.3 Ai fini del presente MoU:

- per "informazione classificata" si intende ciascun documento o materiale di cui ai successivi punti o qualsiasi atto, informazione, attività ed ogni altra cosa a cui sia stata applicata una classifica di segretezza;
- per "documento classificato" si intende ogni informazione classificata senza riguardo alla sua forma, scritta o stampata, con l'inclusione di elaborati e nastri, carte topografiche, fotografie, immagini, disegni, incisioni, appunti, riproduzioni con ogni mezzo o procedimento, registrazioni magnetiche o elettroniche o video di qualsiasi forma;
- per "materiale classificato" si intende qualsiasi oggetto o parte di esso, prototipo, equipaggiamento, armamento, costruito o in corso di costruzione, contrassegnato con una classifica di segretezza.

6.4 Per lo scambio delle informazioni, documenti e materiali classificati, le Parti Contraenti hanno concordato le equivalenti Classificazioni di Sicurezza di seguito riportate:

Per la Repubblica Italiana	corrispondenza (in lingua inglese)	Per lo Stato del Kuwait
SEGRETISSIMO	TOP SECRET	TBD
SEGRETO	SECRET	TBD
RISERVATISSIMO	CONFIDENTIAL	TBD
RISERVATO	RESTRICTED	TBD

6.5 Le Parti Contraenti garantiscono che i documenti, materiali e tecnologie che saranno oggetto di scambio, saranno utilizzate esclusivamente ai fini stabiliti specificamente dalla Parte cedente entro i limiti concordati da entrambe le Parti Contraenti.

6.6 Non è permessa la trasmissione a Paesi terzi di informazioni, documenti, dati tecnici, materiali ed equipaggiamenti per la difesa, classificati e non, acquisiti nell'ambito della cooperazione derivante dal presente MoU senza l'assenso scritto della Parte cedente.

6.7 Qualora le informazioni classificate dovessero diventare, nell'ambito del presente MoU, oggetto di scambi al di fuori delle competenze dei Ministeri della Difesa, sarà necessario raggiungere Accordi specifici tra gli Organi competenti dei due Stati.

ARTICOLO 7
IMPEGNI ASSUNTI DA ENTRAMBE LE PARTI CON ACCORDI INTERNAZIONALI

7.1 Il presente MoU non dovrà influire sugli impegni assunti da ciascuna Parte riguardo ad accordi internazionali o altri MoU.

ARTICOLO 8
RESPONSABILITA' LEGALE

8.1 Le Autorità del Paese ospitante hanno il diritto di esercitare la loro giurisdizione sul personale ospite per quanto riguarda le infrazioni commesse sul proprio territorio e punite dalla propria legislazione.

8.2 Tuttavia, le Autorità del Paese d'origine hanno il diritto di esercitare prioritariamente la loro giurisdizione sui membri delle loro Forze Armate nei seguenti casi:

a. infrazioni che minaccino la sicurezza o i beni del Paese d'origine;
b. infrazioni risultanti da qualsiasi atto od omissione, commessi intenzionalmente o per negligenza nell'esecuzione ed in relazione con il servizio.

8.3 Nell'ipotesi di cui alla lettera b., le Autorità del Paese d'origine possono rinunciare alla giurisdizione che è loro attribuita in priorità, notificandolo alle Autorità del Paese ospitante e se da quest'ultimo accettato.

ARTICOLO 9
SITUAZIONI STRAORDINARIE

9.1 Le persone a cui si applica il presente Memorandum d'Intesa e le persone a loro carico non potranno prendere parte ad alcuna disputa armata con una terza Parte né essere coinvolti in alcuna attività riguardante la sicurezza nazionale della Parte ricevente per tutto il periodo del loro soggiorno nei suoi territori né svolgere nessun'altra attività oltre quelle previste dal questo MoU.

9.2 Nel caso di violazioni alle legislazioni del Paese ospitante /inviante da parte delle persone alle quali si applica questo MoU, il Paese ospitante porrà fine all'addestramento delle persone coinvolte e le espellerà rinviandole nel loro Paese di origine.

9.3 La Parte inviante si riserverà il diritto di richiamare i propri membri a cui si applica questo MoU ogni volta che lo ritenga necessario senza dare spiegazioni. La Parte ricevente farà quanto necessario per far rimpatriare i membri in questione nel più breve tempo possibile.

ARTICOLO 10
ASPETTI FINANZIARI

10.1 La Parte inviante sosterrà i costi finanziari relativi all'addestramento e all'alloggio, salvo diverso accordo.

10.2 I costi finanziari non riguardanti l'addestramento, l'alloggio e le attività delle persone a cui si applica il presente MoU e di quelle a loro carico saranno sostenuti dalla Parte inviante, o separatamente, dagli stessi interessati .

10.3 Le persone a cui si applica questo MoU e le persone a loro carico saranno soggette alla legislazione della Parte ricevente per quanto riguarda le questioni finanziarie come dazi doganali, tasse, acquisto e vendita di materiali

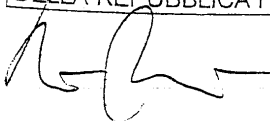
ARTICOLO 11
EMENDAMENTI

11.1 Il presente MOU può essere emendato in qualunque momento col reciproco consenso scritto di entrambe le Parti.

11.2 Gli emendamenti entreranno in vigore secondo la procedura indicata nell'Articolo 12, Paragrafo 1.

ARTICOLO 12
DURATA E TERMINE

12.1 Il presente MoU entrerà in vigore alla data di ricezione dell'ultima notifica con cui le Parti si saranno comunicate l'avvenuto completamento delle rispettive procedure interne.

12.2 Il presente MoU, avrà durata di cinque anni e potrà essere tacitamente rinnovato per un ulteriore periodo di cinque anni. Ciascuna delle due Parti ha il diritto di porre termine all'Accordo dandone comunicazione scritta con sei mesi di anticipo tramite i canali diplomatici.

12.3 Nel caso fosse posto termine a questo Accordo, le informazioni classificate scambiate tra entrambe le Parti manterranno la propria classifica di sicurezza.

12.4 Entrambe le Parti possono sottoscrivere altri accordi che esse reputino necessari per promuovere l'effettiva esecuzione di questo Accordo.

In fede di che i sottoscritti Rappresentanti, debitamente autorizzati dai rispettivi Governi, hanno firmato il presente Memorandum.

Fatto a KUWAIT, il 11 DICEMBRE 2003, in due originali, ciascuno nelle lingue italiana, araba e inglese, tutti i testi facenti egualmente fede. In caso di divergenze, farà fede il testo in lingua inglese.

PER IL GOVERNO DELLA REPUBBLICA ITALIANA	PER IL GOVERNO DELLO STATO DEL KUWAIT

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE ITALIAN REPUBLIC

AND

THE GOVERNMENT OF THE STATE OF KUWAIT

ON

DEFENCE CO-OPERATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE GOVERNMENT OF THE STATE OF KUWAIT.

The Government of the Italian Republic and the Government of the State of Kuwait, hereinafter jointly referred to as "Parties" and separately as a "Party":

Confirming their obligation to the United Nations Charter, and adhering to the principle of the full respect to their sovereignty independence and territorial integrity;

Striving to strengthen the good and friendly relations in the fields of military co-operation;

Recognizing that the terms resulting from the implementation of this MoU shall be in accordance with the national policies of their respective Countries and shall not conflict with the domestic laws and regulations of their Countries nor impair the commitments undertaken by their Countries in the international field;

Hereby agree as follows:

ARTICLE 1
AIM

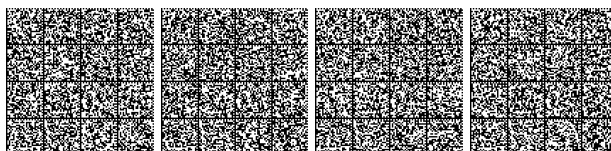
1.1 The aim of this MoU is to strengthen defence co-operation by the exchange of experiences and knowledge in the field of military co-operation for the interest of both Parties.

1.2 This MoU shall cover all the Parties members and their dependants conducting official visits or sent to attend courses at the military training colleges, institutes and schools of both Parties. This MoU shall also cover any military co-operation agreed upon by the signatories of this MoU.

ARTICLE 2
PRINCIPLES OF MILITARY CO-OPERATION

2.1 The organisation and the conduction of concrete co-operation activities in the defence field will be carried out by the Ministry of Defence of the Italian Republic and the Ministry of Defence of the State of Kuwait.

2.2 Possible consultations of the Parties' representatives will be conducted alternatively in Rome and Kuwait City in order to draw up and agree possible specific arrangements to supplement and complete this Agreement, as well as possible co-operation programmes between the Armed Forces of the Italian Republic and the Armed Forces of the State of Kuwait.

2.3 Activities, modalities, times and places will be specified in the above mentioned programme.

ARTICLE 3
FIELD OF CO-OPERATION

3.1 Both Parties shall co-operate in the military field as follows:

a. Exchange of expertise in the field of military training and information technology.
b. Making use of military and educational courses or programmes.
c. Exchange of attendance of military exercises (observers).
d. Exchange of official visits.
e. Providing assistance that helps specify the technical requirement for equipment and defence systems essential for the defence of the other Party.
f. Exchange of technical information on military equipment in preparation for direct agreement with defence equipment manufacturers belonging to the other Party.
g. Provision of quality guarantee by the Ministry of Defence with regard to the contracts that particularly fall within this MoU This service shall be rendered separately for each case.

ARTICLE 4
IMPLEMENTATION OF THE MOU PROVISIONS

4.1 Both Parties shall inform the concerned organizations in their respective countries of the contents of this MoU in order to facilitate its implementation.

4.2 Each Party shall use its good offices to ensure that companies/national organizations adhere to their contractual commitments made within the framework of cooperation under this MoU.

ARTICLE 5
EXCHANGE OF ARMAMENTS

5.1 The Parties, in order to streamline the application of procedures concerning control and activities related to armaments, should agree on the possible exchange of armaments in the following categories:

a. Automatic firearms and associated ammunition;
b. Medium and large-calibre weapons and associated ammunition;
c. Bombs, mines, rocket missiles, torpedoes and associated monitoring equipment;
d. Tanks and vehicles manufactured for military use;
e. Aircraft and helicopters and related equipment manufactured for military use;
f. Gunpowder, explosives and propellants for military use;
g. Electronic, electro-optical and photographic systems and equipment manufactured for military use;
h. Materials for military training;
i. Machines and equipment designed for manufacturing, testing and monitoring weapons and ammunition;
j. Special equipment manufactured for military use;
k. Satellites;
l. Communication systems and equipment;
m. Communications digital equipment;
n. Electronic Warfare equipment;

o. Computers and technological information.
p. Ships and related equipment manufactures for military use.

5.2 The mutual procurement of materials of interest for the respective Armed Forces will take place under this Agreement and can be implemented either through direct State-to-State operations or through private companies authorised by the respective governments.

ARTICLE 6
SECURITY OF CLASSIFIED INFORMATION

6.1 All classified information, documents and materials, exchanged between the Contracting Parties and their industries under this MoU, shall be handled in accordance with the national rules of the Originating Party.

6.2 Each Contracting Party shall afford all the classified information, documents and materials no lower degree of security protection than that assigned by the Originating Party and shall take all the necessary measures to keep them classified as long as requested by the Originating Party.

6.3 Under this MoU:

- "classified information" means each document or material, specified in the following points or any document, information, activity and any other thing to which has been assigned a degree of security protection;
- "classified document" means every classified information in any form, written or printed, including data processings and tapes, maps, photographs, pictures, designs, recordings, notes, copies made by any means or process, magnetic or electro-magnetic recordings or videos in any form;
- "classified material" means any object, or part of it, prototype, equipment, armament, produced or in course of production, marked with a degree of security protection

6.4 The Contracting Parties have agreed upon the corresponding degrees of security classification as follows:

Italian Republic	corresponding (in english language)	State of Kuwait
SEGRETISSIMO	TOP SECRET	TBD
SEGRETO	SECRET	TBD
RISERVATISSIMO	CONFIDENTIAL	TBD
RISERVATO	RESTRICTED	TBD

6.5 The Contracting Parties shall ensure that the documents, materials and technologies exchanged under this Agreement shall be used only for the purposes specifically agreed by the Contracting Parties and within the scope of this MoU.

6.6 The transfer to third parties of information, documents, technical data and defence materials and equipment, whether classified or unclassified, acquired within the co-operation deriving from this MoU, shall be subject to prior written approval by the

Government which originated them.

6.7 Should classified information be exchanged under this MoU between Industries and/or Agencies other than the Ministries of Defence, separate arrangements shall be developed by the responsible Authorities of the two States.

ARTICLE 7
COMMITMENTS OF BOTH PARTIES TO THE INTERNATIONAL AGREEMENT

7.1 The MoU shall not have impact on the commitments of each Party towards international agreements and other MoUs.

ARTICLE 8
LEGAL LIABILITY

8.1 The Receiving Party's authorities are entitled to exercise their jurisdiction on visiting personnel as regards violations committed on the host Party's territory that are offences under its legislation.

8.2 Nevertheless, the authorities of the sending Country are entitled to exercise their own jurisdiction on the members of their armed forces in the following cases:

a. violations that threatens the security or property of the sending Country;
b. violations resulting from acts or omissions, committed intentionally or out of negligence in the performance of and in connection with service.

8.3 In the case under the letter b. above, the authorities of the sending Country can waive their right to exercise jurisdiction by notifying such intention to the host Country's authorities and provided that the latter agree.

ARTICLE 9
EXTRA–ORDINARY SITUATIONS

9.1 The persons covered by this MoU and their dependants shall be prohibited from aking part in any armed dispute with a third Party or involving in any activity for the ational security of the receiving Party throughout their stay in its territories or carry out any other activity besides the activities stipulated in this MoU.

9.2 In the event of breaching the legal legislations of the receiving/sending Country by hose covered by this MoU, the receiving Country shall terminate the training of the nvolved persons and deport them to the sending Country.

.3 The sending Party shall reserve the right to recall its members covered by this MoU at ny time it deemed necessary without giving reasons. The receiving Party shall make ecessary arrangements to send home the members in question within the shortest ossible time.

ARTICLE 10
FINANCIAL MATTERS

0.1 The sending Party shall settle the financial costs relating to the training and ccommodation, unless otherwise agreed.

10.2 The financial costs not relating to the training, accommodation and activities of he persons included in this MoU and their dependants shall be settled by the sending Party, or separately, by those persons themselves.

10.3 The persons and their dependants covered by this MoU shall be subject to the legal legislations of the receiving Party concerning the financial matters such as customs, taxes, purchasing and selling of materials.

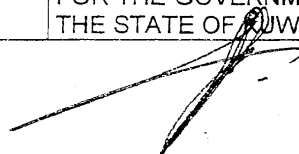
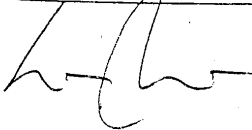
ARTICLE 11
AMENDMENT

11.1 This MoU may be amended at any time by written mutual consent of both Parties.

11.2 The amendments shall enter into force in accordance with the same procedure provided in Article 12, paragraph 1.

ARTICLE 12
VALIDITY AND TERMINATION

12.1 This MoU shall enter into force at the receiving date of the last notification by which the Parties shall communicate to each other the completion of their respective internal procedures.

12.2 This MoU, shall remain in force for a period of five years and may automatically be renewed for further period of five years. Either Party may terminate this MoU by giving the other Party six months written notice in advance through the diplomatic channels, if its intention is to terminate the MoU.

12.3 In the event of termination of this Agreement, the exchanged classified information between both Parties shall retain its security status.

12.4 Both Parties may enter into other Agreements they deemed necessary to promote the effective implementation of this Agreement.

In witness thereof the undersigned Representatives, duly authorised by their respective Governments, have signed the present Memorandum.

Done at KUWAIT on 11TH DECEMBER 2003, in two originals, in Italian, Arabic and English, all texts being equally authentic. In case of divergence, the English text shall prevail.

FOR THE GOVERNMENT OF THE ITALIAN REPUBLIC	FOR THE GOVERNMENT OF THE STATE OF KUWAIT

مذكرة تفاهم

بين

حكومة جمهورية إيطاليا

وحكومة دولة الكويت

في مجال التعاون العسكري

سري

مذكرة التفاهم الموقعة بين
حكومة جمهورية إيطاليا
وحكومة دولة الكويت

إن حكومة الجمهورية الإيطاليه وحكومة دولة الكويت ، المشار إليها فيما يلي معاً كأطراف وكلٍ على حده كطرف .

إذ تؤكدان التزاميهما بميثاق الأمم المتحدة ، وإذ تلتزمان بمبدأ الإحترام الكامل لسيادتهما واستقلالها ووحدتهما الإقليمية وإذ تسعيان لتوطيد علاقتهما الطيبة والودية في مجالات التعاون العسكري .

وإذ تُسلمان بأن الشروط "الإتفاق" الناتجة من مذكرة التفاهم هذه سوف تتفق مع السياسات الخاصة بدولتيهما ، وسوف لا تتعارض مع القوانين واللوائح المحلية لدولتيهما ، وسوف لا تُفسد التعهدات التي تلتزم بها دولتيهما في المحافل الدولية .

((فقد اتفقا بموجب هذه الوثيقة على ما يلي))

مادة (1)
الهدف

1.1 إن الهدف من مذكرة التفاهم هذه هو تعزيز التعاون الدفاعي عن طريق تبادل الخبرات والمعلومات في مجال التعاون العسكري لمصلحة كلا الطرفين.

2.1 سوف تتيح مذكرة التفاهم هذه قيام كل من أعضاء الطرفين والتابعين لهم

سري

سري

بزيارات رسمية أو إبتعاثهم لحضور دورات تدريبية في الكليات والمعاهد والمدارس العسكرية الخاصة بكلا الطرفين . كما ستغطي مذكرة التفاهم هذه أي تعاون عسكري يتم الاتفاق عليه من قبل الموقعين على هذه المذكرة.

مادة (2)

مبادئ التعاون العسكري

1.2 أن تنظيم وإدارة أنشطة التعاون الواقعية في مجال الدفاع سوف تنفذ من قبل وزارة الدفاع في الجمهورية الإيطاليه وزارة الدفاع في دولة الكويت .

2.2. المشـاورات المحتملة لممثلي الطرفين سوف تتم بالتبادل فـي رومـا ومدينة الكويت لصياغة ترتيبات معينة ممكنة لتُلحق بهذا الإتفاق وتُكمله ، بالإضافة إلى برامج التعاون الممكنة بين القوات المسلحة في الجمهورية الإيطالية والقوات المسلحة في دولة الكويت .

3.2. سـوف يتم تحديد الأنشطة والوسائل والأوقات والأماكن في البرنامج المذكور أعلاه .

مادة (3)

مجال التعاون

1.3 سيتعاون الطرفان في المجال العسكري على النحو التالي :

أ . تبادل الخبرات في مجال التدريب العسكري وتكنولوجيا المعلومات .

ب. الإستفادة من الدورات و البرامج العسكرية والتعليمية .

ج. تبادل حضور التدريبات العسكرية (مراقبين) .

د. تبادل الزيارات الرسمية .

هـ. تقديم المساعدة لتحديد المتطلبات التقنية لمعدات ونظم الدفاع اللازمة

سري

سري

للأغراض الدفاعية للطرف الآخر .

و . تبادل المعلومات التقنية الخاصة بالمعدات العسكـرية استعداداً للإتفاق المباشر مع مصنعي معدات الدفاع المنتمين للطرف الآخر .

ز . توفير ضمان الجودة من قبل وزارة الدفـــاع فيما يتعلق بالعقود التي تقع بشكل خـــاص ضمن نطاق هذا الإتفاق، وهـــذه الخدمة سوف تؤدى بشكل مستقل لكل حالة .

مادة (4)

تطبيق شروط مذكرة التفاهم

1.4 سيقوم كـــلا الطرفين بإبلاغ الهيئات المعنية في دولتيهما بمحتويات هــذا الإتفاق لتسهيل تطبيقه .

2.4 سيقوم كل طـــرف بمساعيه الحميدة للتأكد مـــن أن الشـــركات و المنظمات المحلية ملتزمة بتعهداتها التعاقدية الموجودة ضمن نطاق التعاون في ظل هذا الإتفاق.

مـــادة (5)

تبادل الأسلحة

1.5. من أجل تبسيط الإجراءات الخاصة بالتحكم والأنظمة المتعلقة بالتسليح يتفق الطرفان على تبادل الأسلحة من الفئات التالية :

أ . الأسلحة الآلية الخفيفة وذخائرها .

ب. الأسلحة من العيارين المتوسط والكبير وذخائرها .

ج . القنابل والألغام والقذائف الصاروخية والطوربيدات ومعدات الرصـــد (المراقبة) الخاصة بها .

سري

سري

د. الدبابات والمركبات المصنعة للإستخدام العسكري.

هـ. الطائرات والطائرات العمودية والمعدات ذات الصلة المصنعة للاستخدام العسكري .

و. البارود والمواد المتفجرة والمتفجرات الخاصة بدفع القذائف للاستخدام العسكري.

ز . الأنظمة والمعدات الإلكتروبصرية والضوئية المصنعة للاستخدام العسكري.

ح . أدوات (لوازم) التدريب العسكري .

ط . الآليات والمعدات المصممة لتصنيع واختبار ومراقبة الأسلحة والذخائر .

ي . المعدات الخاصة المصنعة للاستخدام العسكري .

ك. الأقمار الإصطناعية .

ل . أنظمة ومعدات الإتصالات .

م . معدات الإتصالات الرقمية .

ن . معدات الحرب الإلكترونية .

س . الحواسيب والمعلومات التكنولوجية .

2.5. التدبير المتبادل للمواد ذات الأهمية للقوات المسلحة الخاصة بكل طرف سيتم في ظل هذا الإتفاق ، ومن الممكن تطبيقه عن طريق عمليات مباشرة بين الدولتين أو عن طريق شركات خاصة مخولة من قبل حكومة كل طرف.

مادة (6)
سلامة المعلومات السرية

1.6. سوف تعامل كل المعلومات والوثائق والمواد السرية ضمن هذه الإتفاقية والتي يتم تبادلها بين الطرفين المتعاقدين، طبقاً للقوانين المحلية للطرف المصدر.

سري

سري

2.6. سيقوم كل طرف من الأطراف المتعاقدة بإعطـــــاء كل المعلومات و الوثائق والمواد السرية درجة من الحماية السرية لا تقل عن تلك المخصصة للإبقاء عليها سرية بقدر ما يطلب الطرف المصدر ذلك .

3.6. في ظل مذكرة التفاهم هذه :

1. " معلومات سرية " تعني كل وثيقة أو مادة ، محددة في النقاط التالية أو أي وثائق أو معلومات أو أنشطة أو أي شئ آخر تم تخصيص درجة من الحماية السرية لها.

2. " وثيقة سرية "تعني كل المعلومات السرية أياً كان شكلها ، مكتوبة كانت أو مطبوعة ، بما في ذلك البيانات و أشرطة الكاسيت والخرائط والصور الفوتوغرافية والصور الأخرى والتصاميم والتسجيلات والمذكرات و المخطوطات التي صنعت بأي طريقة أو بأي عملية ، وكذلك التسجيلات المغناطيسية أو الإلكترومغناطيسية أو أشرطة الفيديو أياً كان شكلها .

3. " مادة سرية " تعني أي شئ أو جزء منه ، أو أي نموذج أولي أو معدات أو أسلحة ، سواء كانت منتجة أو في طور الإنتاج ومخصص لها درجة من الحماية السرية .

4.6. اتفق الطرفان المتعاقدان على تصنيف درجات السرية ومقابلاتها على النحو التالي :

دولـــة الكـــويت	المقابل "باللغة الإنجليزية"	الجمهورية الإيطالية
TBD	سري للغاية	SEGRETISSMO
TBD	ســـــــري	SEGRETO
TBD	محظــــور	RISERVATISSIMO
TBD	محــــدود	RISERVATO

سري

5.6. سيضمن الطرفان المتعاقدان أن الوثائق والمواد التكنولوجية المتبادلة في ظل هذا الإتفاق سوف تستخدم فقط للأغراض المتفق عليها بشكل محدد من قبل الطرفان المتعاقدان وفي نطاق هذا الإتفاق .

6.6. ستكون عملية نقل المعلومات و الوثائق و البيانات التقنية ومواد ومعدات الدفاع ، سواء كانت سرية أو غير سرية ، والمكتسبة في نطاق التعاون الناشئ عن هذا الإتفاق ، سيكون نقلها إلى طرف ثالث خاضع لموافقة كتابية مسبقة من قبل الحكومة التي هي مصدرها .

7.6. وفي حال تبادل المعلومات السرية في ظل هذا الإتفاق بين المصانع و / أو الوكالات فضلاً عن وزارات الدفاع ، فسوف يتم تطوير ترتيبات منفصلة من قبل السلطات المعنية في الدولتين .

مادة (7)

التزامات الطرفين بالإتفاقات الدولية

1.7. سوف لا يكون لمذكرة التفاهم هذه تأثير على التزامات كل طرف بالإتفاقات الدولية و مذكرات التفاهم الأخرى .

مادة (8)

المسئولية القانونية

1.8. إن سلطات البلد المستقبل مخولة بممارسة سلطاتها القضائية على الأفراد الزائرين فيما يتعلق بالانتهاكات التي ترتكب على أراضي الطرف المضيف والتي تعتبر جرائم في ظل قانون هذا الطرف .

2.8. ورغم ذلك ، فإن سلطات البلد المرسل مخولة بممارسة سلطاتها القضائية

سري

الخاصة بها على أعضاء قواتها المسلحة في الحالات الآتية :

أ. الإتفاقات التي تهدد أمن أو ممتلكات الدولة المرسلة .

ب. الإنتهاكات الناجمة عن أفعال أو إهمال للواجب والتي تم اقترافها عن عمد أو بسبب الإهمال أثناء تأدية الخدمة أو فيما يتعلق بها .

3.8. في الحالة المذكورة في الفقرة الفرعية (ب) أعلاه يمكن لسلطات البلد المرسل التنازل عن حقها في ممارسة السلطة القضائية بإبلاغ مثل هذه النية لسلطات البلد المستقبل (المضيف) شريطة أن يوافق الأخير .

مادة (9)
حالات استثنائية

1.9. يحظر على الأفراد الذين تشملهم مذكرة التفاهم هذه و تابعيهم المشاركة في أي نزاع مسلح مع طرف ثالث أو الإشتراك في أي نشاط للأمن القومي للطرف المضيف " المستقبل " أثناء إقامتهم على أراضية ، أو تنفيذ أي نشاط آخر غير المنصوص عليه في مذكرة التفاهم هذه .

2.9. في حالة خرق قوانين البلد المستقبل / المرسل من قبل هؤلاء الذين تشملهم مذكرة التفاهم هذه ، سيقوم الطرف المضيف بإنهاء تدريب الأفراد المتورطين وترحيلهم إلى البلد المرسل.

3.9. تحتفظ البلد المرسل بحق استدعاء الذين تشملهم مذكرة التفاهم هذه في أي وقت يراه ضرورياً دون إبداء الأسباب ، وسوف يقوم البلد المضيف باتخاذ الترتيبات اللازمة لإعادة الأفراد المطلوبين " المعنيين" إلى وطنهم في أقصى وقت ممكن .

مذكرة تفاهم

بين

حكومة جمهورية إيطاليا

وحكومة دولة الكويت

في مجال التعاون العسكري

سري

مذكرة التفاهم الموقعة بين

حكومة جمهورية إيطاليا

وحكومة دولة الكويت

إن حكومة الجمهورية الإيطاليه وحكومة دولة الكويت ، المشار إليها فيما يلي معاً كأطراف وكلٍ على حده كطرف .

إذ تؤكدان التزاميهما بميثاق الأمم المتحدة ، وإذ تلتزمان بمبدأ الإحترام الكامل لسيادتهما واستقلالها ووحدتهما الإقليمية وإذ تسعيان لتوطيد علاقتهما الطيبة والودية في مجالات التعاون العسكري .

وإذ تُسلمان بأن الشروط "الإتفاق" الناتجة من مذكرة التفاهم هذه سوف تتفق مع السياسات الخاصة بدولتيهما ، وسوف لا تتعارض مع القوانين واللوائح المحلية لدولتيهما ، وسوف لا تُفسد التعهدات التي تلتزم بها دولتيهما في المحافل الدولية .

((فقد اتفقا بموجب هذه الوثيقة على ما يلي))

مادة (1)

الهدف

1.1 إن الهدف من مذكرة التفاهم هذه هو تعزيز التعاون الدفاعي عن طريق تبادل الخبرات والمعلومات في مجال التعاون العسكري لمصلحة كلا الطرفين.

2.1 سوف تتيح مذكرة التفاهم هذه قيام كل من أعضاء الطرفين والتابعين لهم

سري

بزيارات رسمية أو إبتعاثهم لحضور دورات تدريبية في الكليات والمعاهد والمدارس العسكرية الخاصة بكلا الطرفين . كما ستغطي مذكرة التفاهم هذه أي تعاون عسكري يتم الاتفاق عليه من قبل الموقعين على هذه المذكرة.

مادة (2)

مبادئ التعاون العسكري

1.2 أن تنظيم وإدارة أنشطة التعاون الواقعية في مجال الدفاع سوف تنفذ من قبل وزارة الدفاع في الجمهورية الإيطاليه وزارة الدفاع في دولة الكويت .

2.2. المشـاورات المحتملة لممثلي الطرفين سوف تتم بالتبادل فـي رومـا ومدينة الكويت لصياغة ترتيبات معينة ممكنة لتُلحق بهذا الإتفاق وتُكمله ، بالإضافة إلى برامج التعاون الممكنة بين القوات المسلحة في الجمهورية الإيطالية والقوات المسلحة في دولة الكويت .

3.2. سـوف يتم تحديد الأنشطة والوسائل والأوقات والأماكن في البرنامج المذكور أعلاه .

مادة (3)

مجال التعاون

1.3 سيتعاون الطرفان في المجال العسكري على النحو التالي :

أ . تبادل الخبرات في مجال التدريب العسكري وتكنولوجيا المعلومات .

ب. الإستفادة من الدورات و البرامج العسكرية والتعليمية .

ج. تبادل حضور التدريبات العسكرية (مراقبين) .

د. تبادل الزيارات الرسمية .

هـ. تقديم المساعدة لتحديد المتطلبات التقنية لمعدات ونظم الدفاع اللازمة

سري

سري

للأغراض الدفاعية للطرف الآخر .

و . تبادل المعلومات التقنية الخاصة بالمعدات العسكرية استعداداً للإتفاق المباشر مع مصنعي معدات الدفاع المنتمين للطرف الآخر .

ز . توفير ضمان الجودة من قبل وزارة الدفاع فيما يتعلق بالعقود التي تقع بشكل خاص ضمن نطاق هذا الإتفاق، وهذه الخدمة سوف تؤدى بشكل مستقل لكل حالة .

مادة (4)

تطبيق شروط مذكرة التفاهم

1.4 سيقوم كلا الطرفين بإبلاغ الهيئات المعنية في دولتيهما بمحتويات هذا الإتفاق لتسهيل تطبيقة .

2.4 سيقوم كل طرف بمساعيه الحميدة للتأكد من أن الشركات و المنظمات المحلية ملتزمة بتعهداتها التعاقدية الموجودة ضمن نطاق التعاون في ظل هذا الإتفاق.

مادة (5)

تبادل الأسلحة

1.5. من أجل تبسيط الإجراءات الخاصة بالتحكم والأنظمة المتعلقة بالتسليح يتفق الطرفان على تبادل الأسلحة من الفئات التالية :

أ . الأسلحة الآلية الخفيفة وذخائرها .

ب. الأسلحة من العيارين المتوسط والكبير وذخائرها .

ج . القنابل والألغام والقذائف الصاروخية والطوربيدات ومعدات الرصد (المراقبة) الخاصة بها .

سري

د. الدبابات والمركبات المصنعة للإستخدام العسكري.

هـ. الطائرات والطـائرات العمودية والمعـدات ذات الصلة المصنعة للاستخدام العسكري .

و. البارود والمواد المتفجرة والمتفجرات الخـاصة بدفع القذائف للاستخدام العسكري.

ز . الأنظمة والمعدات الإلكتروبصرية والضوئية المصنعة للاستخدام العسكري.

ح . أدوات (لوازم) التدريب العسكري .

ط . الآليات والمعدات المصممة لتصنيع واختبار ومراقبة الأسلحة والذخائر .

ي . المعدات الخاصة المصنعة للاستخدام العسكري .

ك. الأقمار الإصطناعية .

ل . أنظمة ومعدات الإتصالات .

م . معدات الإتصالات الرقمية .

ن . معدات الحرب الإلكترونية .

س . الحواسيب والمعلومات التكنولوجية .

2.5. التدبير المتبادل للمواد ذات الأهمية للقوات المسلحة الخاصة بكل طرف سيتم في ظل هذا الإتفاق ، ومن الممكن تطبيقه عن طريق عمليات مباشرة بين الدولتين أو عن طريق شركات خاصة مخولة من قبل حكومة كل طرف.

مادة (6)
سلامة المعلومات السرية

1.6. سوف تعامل كل المعلومات، والوثائق والمـواد السرية ضمن هذه الإتفاقية والتـي يتم تبادلها بين الطرفين المتعاقدين، طبقاً للقوانين المحلية للطرف المصدر.

سري

2.6. سيقوم كل طرف من الأطراف المتعاقدة بإعطـــــاء كل المعلومات و الوثائق والمواد السرية درجة من الحماية السرية لا تقل عن تلك المخصصة للإبقاء عليها سرية بقدر ما يطلب الطرف المصدر ذلك .

3.6. في ظل مذكرة التفاهم هذه :

1. " معلومات سرية " تعني كل وثيقة أو مادة ، محددة في النقاط التالية أو أي وثائق أو معلومات أو أنشطة أو أي شئ آخر تم تخصيص درجة من الحماية السرية لها.
2. " وثيقة سرية "تعني كل المعلومات السرية أياً كان شكلها ، مكتوبة كانت أو مطبوعة ، بما في ذلك البيانات و أشرطة الكاسيت والخرائط والصور الفوتوغرافية والصور الأخرى والتصاميم والتسجيلات والمذكرات و المخطوطات التي صنعت بأي طريقة أو بأي عملية ، وكذلك التسجيلات المغناطيسية أو الإلكترومغناطيسية أو أشرطة الفيديو أياً كان شكلها .
3. " مادة سرية " تعني أي شئ أو جزء منه ، أو أي نموذج أولي أو معدات أو أسلحة ، سواء كانت منتجة أو في طور الإنتاج ومخصص لها درجة من الحماية السرية .

4.6. اتفق الطرفان المتعاقدان على تصنيف درجات السرية ومقابلاتها على النحو التالي :

الجمهورية الإيطالية	المقابل "باللغة الإنجليزية"	دولـــة الكـــويت
SEGRETISSMO	سري للغاية	TBD
SEGRETO	ســـــــري	TBD
RISERVATISSIMO	محظـــــور	TBD
RISERVATO	محـــــدود	TBD

سري

5.6. سيضمن الطرفان المتعاقدان أن الوثائق والمواد التكنولوجية المتبادلة في ظل هذا الإتفاق سوف تستخدم فقط للأغراض المتفق عليها بشكل محدد من قبل الطرفان المتعاقدان وفي نطاق هذا الإتفاق .

6.6. ستكون عملية نقل المعلومات و الوثائق و البيانات التقنية ومواد ومعدات الدفاع ، سواء كانت سرية أو غير سرية ، والمكتسبة في نطاق التعاون الناشئ عن هذا الإتفاق ، سيكون نقلها إلى طرف ثالث خاضع لموافقة كتابية مسبقة من قبل الحكومة التي هي مصدرها .

7.6. وفي حال تبادل المعلومات السرية في ظل هذا الإتفاق بين المصانع و / أو الوكالات فضلاً عن وزارات الدفاع ، فسوف يتم تطوير ترتيبات منفصلة من قبل السلطات المعنية في الدولتين .

مادة (7)

التزامات الطرفين بالإتفاقات الدولية

1.7. سوف لا يكون لمذكرة التفاهم هذه تأثير على التزامات كل طرف بالإتفاقات الدولية و مذكرات التفاهم الأخرى .

مادة (8)

المسئولية القانونية

1.8. إن سلطات البلد المستقبل مخولة بممارسة سلطاتها القضـــائية على الأفــراد الزائرين فيما يتعلق بالانتهاكات التي ترتكب على أراضي الطرف المضيف والتي تعتبر جرائم في ظل قانون هذا الطرف .

2.8. ورغم ذلك ، فإن سلطـــات البلد المرسل مخولة بممارسة سلطاتها القضـــائية

سري

الخاصة بها على أعضاء قواتها المسلحة في الحالات الآتية :

أ. الإتفاقات التي تهدد أمن أو ممتلكات الدولة المرسلة .

ب. الإنتهاكات الناجمة عن أفعال أو إهمال للواجب والتي تم اقترافها عن عمد أو بسبب الإهمال أثناء تأدية الخدمة أو فيما يتعلق بها .

3.8. في الحالة المذكورة في الفقرة الفرعية (ب) أعلاه يمكن لسلطات البلد المرسل التنازل عن حقها في ممارسة السلطة القضائية بإبلاغ مثل هذه النية لسلطات البلد المستقبل (المضيف) شريطة أن يوافق الأخير .

مادة (9)
حالات استثنائية

1.9. يحظر على الأفراد الذين تشملهم مذكرة التفاهم هذه و تابعيهم المشاركة في أي نزاع مسلح مع طرف ثالث أو الإشتراك في أي نشاط للأمن القومي للطرف المضيف " المستقبل " أثناء إقامتهم على أراضية ، أو تنفيذ أي نشاط آخر غير المنصوص عليه في مذكرة التفاهم هذه .

2.9. في حالة خرق قوانين البلد المستقبل / المرسل من قبل هؤلاء الذين تشملهم مذكرة التفاهم هذه ، سيقوم الطرف المضيف بإنهاء تدريب الأفراد المتورطين وترحيلهم إلى البلد المرسل.

3.9. تحتفظ البلد المرسل بحق استدعاء الذين تشملهم مذكرة التفاهم هذه في أي وقت يراه ضرورياً دون إبداء الأسباب ، وسوف يقوم البلد المضيف باتخاذ الترتيبات اللازمة لإعادة الأفراد المطلوبين " المعنيين" إلى وطنهم في أقصى وقت ممكن .

AMBASCIATA D'ITALIA
AL-KUWAIT

Ambasciata d'Italia - Al Kuwait
Per copia conforme all'originale

IL CAPO DELLA CANCELLERIA CONSOLARE
Commissario Amm.vo Agg.to
Isidoro ZANDONA'

Data, - 6 AUG 2013 Prot. N. 0870

L'Ambasciata d'Italia in Kuwait presenta i suoi complimenti al Ministero degli Affari Esteri dello Stato del Kuwait e facendo riferimento alla Nota Verbale del Dipartimento Legale n. 8/21366 del 29/07/2013, relativa alla comunicazione da parte kuwaitiana del completamento delle proprie procedure interne necessarie per l'entrata in vigore dell'Accordo di Cooperazione nel settore della Difesa, ha l'onore di comunicare che - considerando tale comunicazione come seconda notifica, ai sensi dell'art (12) paragrafo 12.1 del summenzionato accordo - lo stesso e' entrato in vigore il giorno **30 luglio 2013**, data di ricezione della notifica, in quanto si e' perfezionato lo scambio delle notifiche.

L'Ambasciata d'Italia in Kuwait si avvale dell'occasione per esprimere al Ministero degli Affari Esteri del Kuwait i sensi della sua piu' alta considerazione

****

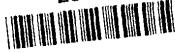
Ministero degli Affari Esteri
- Dipartimento Legale
- Dipartimento Europa (Desk Italia)
Stato del Kuwait

تهدي السفارة الإيطالية تحياتها إلي وزارة الخارجية بدولة الكويت وبالإشارة إلى مذكرة الإدارة القانونية رقم 8/21366 بتاريخ 29 يوليو 2013، المتعلقة باستكمال دولة الكويت للإجراءات الداخلية اللازمة لنفاذ إتفاقية التعاون بين جمهورية إيطاليا ودولة الكويت في مجال التعاون العسكري، تتشرف بالإفادة بأنه باعتبار ذلك التصديق بمثابة الإشعار الثاني وفقاً للمادة (12) فقرة 1.12 من الإتفاقية المذكورة أعلاه، فقد دخلت الإتفاقية حيز التنفيذ ابتداءاً من تاريخ 30 يوليو 2013 وهو تاريخ استلامنا للإشعار حيث اختتمت المخاطبات الرسمية المتبادلة بين الجانين بهذا الصدد.

تنتهز السفارة الإيطالية هذه الفرصة للإعراب لوزارة الخارجية بدولة الكويت عن فائق التقدير والامتنان.

****

وزارة الخارجية بدولة الكويت
- الإدارة القانونية
- إدارة أوروبا (مكتب إيطاليا)
دولة الكويت

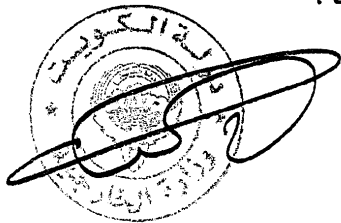
Ministry of Foreign Affairs
Legal Department
8/21366
2013-07-29

تهدي وزارة الخارجية أطيب تحياتها إلى سفارة جمهورية إيطاليا لدى دولة الكويت،،،

بالاشارة الى مذكرة التفاهم الموقعة بين حكومة دولة الكويت وحكومة جمهورية إيطاليا في مجال التعاون العسكري الموقعة في الكويت بتاريخ 11 ديسمبر 2003 ، وإلى مذكرة السفارة رقم 304 بتاريخ 2009/3/23 ، المتضمنة إفادة الجهات الايطالية بإنتهاء كافة الإجراءات الدستورية المطلوبة لدخول مذكرة التفاهم حيز التنفيذ ، وحيث تعتبر تلك المذكرة بمثابة إشعار اول

تود الوزارة الإفادة باستكمال دولة الكويت للإجراءات الداخلية اللازمة لنفاذ هذه الاتفاقية ، وعلية يعتبر هذا التصديق بمثابة إشعار ثاني وفقاً للفقرة 1.12 من المادة (12) من مذكرة التفاهم المذكورة اعلاه والتي تنص على "سوف تكون مذكرة التفاهم هذه سارية المفعول من تاريخ استلام آخر إشعار يبلغ فيها كلا الطرفين بعضهما البعض واستكمال الإجراءات الداخلية الخاصة بكل منهم "

وعليه يرجى مخاطبة الجهات الايطالية المختصة للإفادة بتاريخ استلام هذا الاشعار والذي سيكون هو تاريخ دخول هذه الاتفاقية حيز النفاذ

تنتهز وزارة الخارجية هذه المناسبة لتعرب للسفارة عن فائق تقديرها و احترامها.

إلى سفارة الجمهورية الفرنسية لدى دولة الكويت ،

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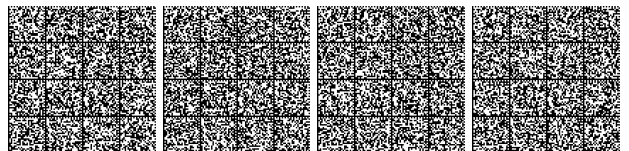
AL KUWAIT
PROTOCOLLO IN ARRIVO
30 JUL 2013
N. 0267 POS:

نسخة للادارة القانونية

AMBASCIATA D'ITALIA
KUWAIT

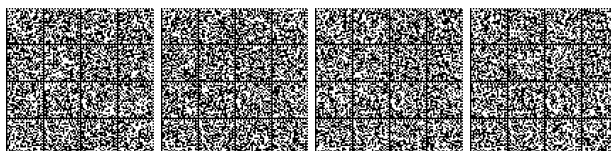
(Traduzione)

MINISTERO DEGLI AFFARI ESTERI
DIPARTIMENTO LEGALE

Data: 29/07/2013 Prot. N. 8/21366

Il Ministero degli Affari Esteri in Kuwait presenta i suoi complimenti all'Ambasciata d'Italia in Kuwait ed in riferimento al Memorandum d'Intesa tra il Governo dello Stato del Kuwait ed il Governo della Repubblica Italiana, sulla **Cooperazione nel settore della Difesa,** firmato in data 11 dicembre 2003 ed alla Nota Verbale dell'Ambasciata n. 304 del 23/3/2009, con la quale si comunicava il completamento da parte italiana delle procedure costituzionali richieste per l'entrata in vigore dell'Accordo succitato, e dato che tale Nota e' considerata come prima notifica, il Ministero ha l'onore di informare che lo Stato del Kuwait ha completato le proprie procedure interne necessarie per l'entrata in vigore dell'accordo, e percio' la presente conferma e' considerata come seconda notifica, ai sensi del paragrafo 12.1 dell'articolo (12) del summenzionato memorandum d'intesa che stabilisce che "il memorandum d'intesa entra in vigore a partire dalla data di ricezione dell'ultima notifica, in cui ciascuna parte informa l'altra parte del completamento delle procedure interne previste dalla propria legislazione.

In base a cio' si prega di informare le autorita` italiane competenti della data di ricezione della presente notifica, che sara` la data di entrata in vigore del suddetto accordo.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata d'Italia i sensi della sua piu` alta considerazione.

691/0417912

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata dello Stato del Kuwait ed ha l'onore di riferirsi al Memorandum di Intesa tra il Governo della Repubblica Italiana ed il Governo dello Stato del Kuwait sulla Cooperazione nel campo della Difesa, fatto a Kuwait l' 11 Dicembre 2003.

Il Ministero degli Affari Esteri ha l'onore di comunicare, ai sensi dell'articolo 12, che da parte italiana sono state completate le procedure costituzionali richieste per l'entrata in vigore dell'Accordo sopra citato. Conformemente a detto articolo 12, il Memorandum di Intesa entrerà in vigore il giorno in cui il Ministero degli Affari Esteri riceverà comunicazione che anche da parte del Governo dello Stato del Kuwait sono state completate le procedure interne previste dalla propria legislazione.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata dello Stato del Kuwait gli atti della sua più alta considerazione.

Roma, lì

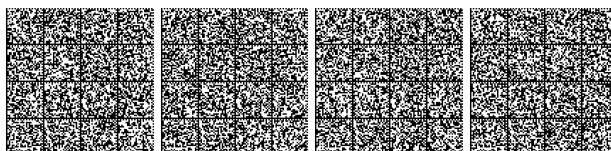
All'Ambasciata

della Stato del Kuwait

ROMA

13A08358

LOREDANA COLECCHIA, *redattore* DELIA CHIARA, *vice redattore*

(WI-GU-2013-SON-066) Roma, 2013 - Istituto Poligrafico e Zecca dello Stato S.p.A.

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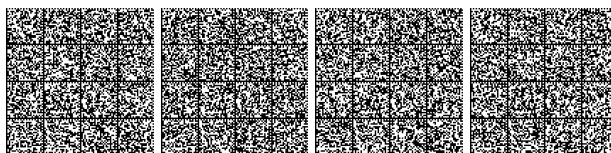
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